CITY COUNCIL AGENDA
CLOSED SESSION – 5:00 PM
REGULAR MEETING – 6:00 PM
TUESDAY, NOVEMBER 03, 2026

City Council Chambers - 675 Wildwood Avenue, Rio Dell

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City Council meetings are held in City Hall Council Chambers for in-person public attendance. The public may also attend these meeting virtually through Zoom.

Public Comment by Email:

In balancing the need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at ***publiccomment@cityofriodell.ca.gov*** Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda) **and email no later than one-hour prior to the start of the Council meeting.** Written comments will be submitted to the City Council and included in the meeting minutes as part of the public record. Meeting can be viewed on Access Humboldt's website at ***https://www.accesshumboldt.net/****.* Suddenlink Channels 10, 11 & 12 or Access Humboldt's YouTube Channel at ***https://www.youtube.com/user/accesshumboldt****.*

Zoom Public Comment:

When the Mayor announces the agenda item that you wish to comment on, call the conference line and turn off your TV or live stream. Please call the toll-free number **1-888-475-4499**, enter meeting **ID 987 154 0944** and press star (*) 9 on your phone – this will raise your hand. You will continue to hear the meeting on the call. When it is time for public comment on the item you wish to speak on, the Clerk will unmute your phone. You will hear a prompt that will indicate your phone is unmuted. Please state your name and begin your comment. You will have 3 minutes to comment.



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A. CALL TO ORDER

B. ROLL CALL

C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. 2026/1103.01 - CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6) Agency designated representative: Kyle Knopp, City Manager Employee organizations: Rio Dell Employees Association (RDEA); Rio Dell Police Officers Association (POA)

2. 2026/1103.02 - CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6) Agency designated representative: Mayor Unrepresented employee: City Manager

3. 2026/1103.03 - CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code §54956.9(d)(4): One potential case.

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION

F. RECONVENE INTO OPEN SESSION

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

J. PUBLIC PRESENTATIONS

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

K. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Councilmembers 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 following action on the remaining consent calendar items.

1. 2026/1103.04 - Approve Minutes of the October 20th, 2026, Regular Meeting **(ACTION)** Pg.#4

2. 2026/1103.05 - Second Amendment to Professional Services Agreement with CSG Consultants, Inc. Related to Solid Waste Franchise Negotiations **(ACTION)** Pg.#16

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. REPORTS/STAFF COMMUNICATIONS

N. SPECIAL PRESENTATIONS/STUDY SESSIONS

1. 2026/1103.06 - Consideration of an Application to the Statewide Park Development and Community Revitalization Program (SPP), Round 5, for Davis Street Park - **(DISCUSSION/POSSIBLE ACTION)** - Pg.#39

2. 2026/1103.07 - Eel River Trail ADA Accessible Ramp (Phase 2) – Project Update, Concrete Shrinkage Cracking, and Walkway Vehicle Access Prevention - **(DISCUSSION/POSSIBLE ACTION)** - Pg.#47

O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

P. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

The next regular City Council meeting is scheduled for
Tuesday, November 17, 2026 at 6:00 p.m.

RIO DELL CITY COUNCIL
CLOSED SESSION – 4:30 P.M. / REGULAR MEETING – 6:00 P.M.
TUESDAY, October 20TH, 2026
City Council Chambers
675 Wildwood Avenue, Rio Dell

A. CALL TO ORDER

The closed session of the Rio Dell City Council was called to order at approximately 4:30 PM by Mayor Garnes.

B. ROLL CALL

Council Present:
- Mayor Garnes
- Mayor Pro Tem Carter
- Council Member Wilson
- Council Member Woodall

Absent:
- Council Member Orr

Staff Present:
- City Manager Kyle Knopp
- Finance Director Racheal Henry
- RDPD Chief Phinney
- Water/Streets Superintendent Randy Jensen
- City Clerk Jessica Hill
- Sr. Fiscal Assistant Rosa Maciel
- Community Development Director Caldwell (via Zoom)

C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Mayor Garnes announced the following items to be discussed in closed session:

- 2026/1020.01 – Conference with Labor Negotiators (Government Code §54957.6). Agency designated representative: Kyle Knopp, City Manager. Employee organizations: Rio Dell Employees Association (RDEA); Rio Dell Police Officers Association (POA)
- 2026/1020.02 – Conference with Labor Negotiators (Government Code §54957.6). Agency designated representative: Kyle Knopp, City Manager. Unrepresented employee: Chief of Police
- 2026/1020.03 – Conference with Labor Negotiators (Government Code §54957.6). Agency designated representative: Mayor. Unrepresented employee: City Manager
- 2026/1020.04 – Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to Government Code §54956.9(d)(4): One potential case

D. PUBLIC COMMENT REGARDING CLOSED SESSION

No members of the public wished to address the Council regarding closed session items.

E. RECESS INTO CLOSED SESSION

The Council recessed into closed session at approximately 4:30 PM.

F. RECONVENE INTO OPEN SESSION

Mayor Garnes called the regular meeting to order and reconvened into open session at approximately 6:10 PM, with all Council Members present.

G. ORAL ANNOUNCEMENTS

Mayor Garnes announced that there was nothing to report out from closed session.

H. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Council.

I. CEREMONIAL MATTERS

No ceremonial matters were presented.

J. PUBLIC PRESENTATIONS

Diane, a resident who lives off Rigby Street and moved to Rio Dell from the Los Angeles area approximately three years ago, raised concerns regarding children riding e-bikes and e-scooters unsafely, including riding against traffic and stopping in the middle of the street to block and intimidate drivers on Rigby Street and Davis Street. She asked what could be done to enforce the law and encourage riders to be more respectful.

A resident of Center Street spoke in support of the previous speaker, stating that e-bikes and similar vehicles travel at high speeds along Center Street, that not all riders wear helmets as required by California law, and that young children now live on the street. She asked that anything possible be done to encourage riders to slow down.

Mayor Garnes thanked the speakers for participating in person. No other members of the public wished to address the Council. Mayor Garnes closed public presentations.

K. CONSENT CALENDAR

- 2026/1020.05 – Approve Minutes of the October 5th, 2026, Special Meeting
- 2026/1020.06 – Receive and File Check Register for September 2026

- 2026/1020.07 – Resolution No. 1685-2026 – Authorizing the County of Humboldt to Apply to the California Department of Housing and Community Development (HCD) on the City's Behalf for up to $500,000 in HOME Investment Partnerships Program (HOME) Funds to Establish a First-Time Homebuyer Program Within the City of Rio Dell, and Authorizing the Mayor, or Designee, to Execute the HOME Standard Agreement and Related Documents if Funding is Awarded
- 2026/1020.08 – Resolution No. 1686-2026 – Designation of Representatives to the PACE JPA Board of Directors

No items were removed from the Consent Calendar by the Council or the public.

ACTION: Motion by Mayor Pro Tem Carter, seconded by Council Member Woodall, to approve the Consent Calendar. Motion carried 5–0.

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

No items were removed from the Consent Calendar.

M. REPORTS / STAFF COMMUNICATIONS

1. 2026/1020.09 – City Manager/Staff Update (RECEIVE & FILE)

City Manager Knopp introduced Racheal Henry, the City's new Finance Director, and thanked her for how quickly she has been getting up to speed.

City Manager Knopp reported that the Fern Street lift station is back online as part of the wastewater project, and that the contractor is completing repairs to earthquake-related damage, which will result in an essentially new lift station. He reported that the City's new water tank on the hillside is now officially online and supplying water to the City's distribution system, adding well over half a million gallons of storage capacity. He noted that the tank was 100% grant funded rather than funded by ratepayers, and that it increases the City's firefighting capability as well as its everyday municipal water supply.

City Manager Knopp reported that the Painter Street sewer line upsizing project on the east side of town is now up and operating. He noted that the line has been the source of many overflows during rainy weather, that the project was fully funded through State of California grants, and that it was completed before the rainy season despite a slow start. He also reported that the concrete slabs for the animal kennel project have been poured, and the kennel is believed to be on its way, and that the project has received numerous donations from the public and from companies, including $5,000 from Mercer-Fraser.

Mayor Garnes asked for an update on the ADA-accessible ramp at the end of the trail. City Manager Knopp reported that staff will meet with the contractor and GHD next week to

address final completion of the project, that paving and edging/rock work is expected within the next couple of weeks, and that some issues with the project are still being worked out. He declined to commit to a completion date, stating that the priority is to ensure the highest-quality product possible. The Mayor noted that there are cracks in the ramp and asked that the engineers come before the Council to explain how the issues are being evaluated structurally; City Manager Knopp agreed to arrange this.

Mayor Pro Tem Carter thanked City staff and gave a special thank-you to the City's two Community Services Officers (CSOs) for their help in rounding up a number of cats while she has been less able-bodied than usual.

In response to a Council question, Streets Superintendent Jensen reported that the work across the street from City Hall should be wrapped up by the end of the week.

Council Member Woodall suggested that the City consider publishing a quarterly newsletter to inform residents of City accomplishments, such as the new grant-funded water tank and the lift station improvements, which many residents may not be aware of.

Mayor Garnes asked Police Chief Phinney about loose dogs, noting that the problem had improved but appears to be increasing again, and thanked him for posting information online about it. She encouraged residents to call the Police Department, rather than complaining online, when they see a loose dog or feel unsafe, so that officers and CSOs can respond, stating that the issue is a community-wide problem. She thanked Public Works for installing a new dog waste station at the end of Wildwood Avenue, donated by the Girl Scouts, and congratulated Public Works, Wastewater, Finance, and all City staff on the accomplishments reported by the City Manager.

No members of the public wished to comment.

N. SPECIAL PRESENTATIONS / STUDY SESSIONS

1. 2026/1020.10 – Unmet Transit Needs Public Hearing (DISCUSSION / POSSIBLE ACTION)

City Manager Knopp introduced Stevie Luther of the Humboldt County Association of Governments (HCAOG), of which Rio Dell is a member, to present on the annual unmet transit needs process. Mr. Luther explained that HCAOG is the regional transportation planning agency and works closely with, but is separate from, the Humboldt Transit Authority (HTA).

Mr. Luther reported that HTA operates seven lines, and that the Redwood Transit System, the main line serving Rio Dell, stops in the City eight times a day. Smaller operators include Fortuna Transit, Yurok transit, and a new Karuk Tribe service, with connections out of the

county to Trinity Transit, Redwood Coast Transit, and Mendocino Transit. He reported that countywide ridership peaked at about 1.2 million in 2016–17, dropped more than 70% during the COVID-19 pandemic, and has since recovered to slightly above pre-pandemic levels, aided by a Cal Poly Humboldt shuttle service. Fares are $2 and can be paid by tap-to-pay card, by app, or with a pass. The North State Express Route 101 between Eureka and Ukiah runs twice daily and provided more than 3,000 rides last year. The Ride Humboldt Flex microtransit service operates in zones around the Humboldt Bay area until 10:00 PM on weekdays and Saturdays, but does not currently extend to Rio Dell.

Mr. Luther explained that the unmet transit needs process governs the Local Transportation Fund (LTF), a one-quarter-cent sales tax, and that State law requires it before LTF may be used for streets and roads. HCAOG's Social Services Transportation Advisory Council (SSTAC) reviews comments against the "reasonable to meet" criteria, including a 10% marginal farebox return ratio within two years and financial sustainability. Last year's LTF totaled just under $6 million, of which about $5 million was allocated to jurisdictions by population, with Rio Dell receiving approximately $120,000 for its share of HTA costs and for streets and roads. Common comments include requests for more frequent, earlier, later, and Sunday service. Rio Dell–specific comments include requests for earlier northbound commuter service (currently 6:30 AM) and service every half hour. He noted that comments help demonstrate need for grant applications and for prioritizing new service. The comment period closes December 31, and approximately 30 comments have been received through the online survey so far this year.

Mayor Garnes opened the public hearing. A written public comment was read into the record requesting more frequent bus service, possibly every 60 minutes, between Scotia, Rio Dell, College of the Redwoods, and Eureka, timed to get people to work and school, and requesting shelters at every bus stop in the county for riders in bad weather.

A member of the public asked whether the process includes senior transportation. Mr. Luther confirmed that it does, noting that Rio Dell's and Fortuna's LTF helps support the Humboldt Senior Resource Center.

No hands were raised on Zoom, and there were no questions from the Council. Mayor Garnes added a comment for the record that the Redwood Transit System's stop in Rio Dell is a quick on-and-off from the highway and suggested that HTA consider adding express service to Rio Dell. Mayor Garnes closed the public hearing and thanked Mr. Luther for attending.

No formal action was taken. Comments received will be forwarded to HCAOG for consideration in its unmet transit needs analysis.

2. 2026/1020.11 – Memorandum of Understanding (MOU) with Redwood Coast Energy Authority (RCEA) to Establish RCEA as the Regional Climate Committee (RCC) Responsible for Implementing the Regional Climate Action Plan (RCAP), and City Contribution in the Total Amount of $14,847.24 through December 31, 2030 (ACTION)

City Manager Knopp presented the item on behalf of Community Development Director Caldwell, who was out ill. He reported that the Council adopted the Regional Climate Action Plan (RCAP) in March 2026, alongside the County and neighboring cities. The MOU has already been approved by the Board of Supervisors and the cities of Arcata and Trinidad, is expected to be considered by Eureka on November 3, by Ferndale by the end of October, and by Fortuna in November or December; the status in Blue Lake is unknown.

City Manager Knopp explained that the MOU would make RCEA the host agency for RCAP implementation. RCEA would house a Regional Climate Program Manager to coordinate projects, pursue grant funding, and report to participating councils annually, and a Technical Advisory Committee would give City staff a seat at the table. Costs are shared by population. Rio Dell represents approximately 2.4% of the countywide population, so its contribution is $3,711.81 per year, or $14,847.24 through December 31, 2030, with most funding coming from the County and larger cities. RCEA will contribute roughly $145,000 per year in staff time and associated costs.

He noted that the City has no climate or sustainability staff and does not plan to hire any, so grant programs and regional initiatives often pass the City by for lack of capacity. The arrangement would give the City access to a shared regional staff person. He added that a qualified regional plan with adopted greenhouse gas thresholds can help streamline CEQA review for future development projects in Rio Dell. He emphasized that the commitment is fixed and ends in 2030, that the program must report on its progress annually, and that it is hoped the program can become largely grant funded. Emily Benvie of RCEA was available via Zoom to answer questions.

Council Member Orr had no questions. Council Member Wilson noted that RCEA customers generally pay slightly less than PG&E rates, and that RCEA's contribution to the program comes from local ratepayer funds that would otherwise go to PG&E. There were no other Council questions. No members of the public wished to comment, no hands were raised on Zoom, and no written comments were received.

ACTION: Motion by Mayor Pro Tem Carter, seconded by Council Member Woodall, to authorize the Mayor to sign the Memorandum of Understanding with the Redwood Coast Energy Authority establishing RCEA as the Regional Climate Committee and committing the City to annual contributions of $3,711.81, for a total of $14,847.24 through December 31, 2030. Motion carried 5–0.

3. 2026/1020.12 – Approval of the City's Response to the 2025–26 Humboldt County Civil Grand Jury Report, "Emergency Preparedness: The Role of Local Law Enforcement Agencies," and Authorize the Mayor to Sign (DISCUSSION / POSSIBLE ACTION)

City Manager Knopp presented the item, reporting that in June 2026 the Humboldt County Civil Grand Jury released a report on emergency preparedness in the five Humboldt County cities with their own police departments, including Rio Dell, and that State law requires the Council to respond formally to the Presiding Judge on each applicable finding and recommendation. The response was prepared by staff with Police Chief Phinney, reviewed by the City Attorney, and reviewed by the Ad Hoc Committee of Mayor Pro Tem Carter and Council Member Wilson, which recommended it for full Council approval. The response addresses the nine findings and five recommendations that apply to Rio Dell, using the response categories required by the Penal Code.

City Manager Knopp stated that the City takes the Grand Jury's work seriously and agrees on most points, noting that the 2022 earthquake demonstrated how important emergency preparedness is to Rio Dell. He stated that the response corrects the report's description of the City's Emergency Operations Plan as an annex to the Safety Element, explaining that the Grand Jury appears to have reviewed the wrong document and that the City does have an Emergency Operations Plan, which is dated and currently under revision. He noted that, as a small city with a small department, the City will not promise what it cannot deliver, but will be candid about where it stands and continue working with regional partners. There is no fiscal impact to approving the response.

Mayor Pro Tem Carter had no questions. Council Member Wilson agreed with the response, particularly its correction regarding the document reviewed. He emphasized that Rio Dell has been ahead of the curve on emergency planning since 2003, when an extended power outage of approximately three days prompted the City to prepare its plan, and that the City's preparedness was demonstrated during the most recent earthquake. He commended the Police Department, City staff, and community members. Mayor Garnes thanked the Ad Hoc Committee, Chief Phinney, and the City Manager for their work on an accurate response. No members of the public wished to comment, no hands were raised on Zoom, and no written comments were received.

ACTION: Motion by Mayor Pro Tem Carter, seconded by Council Member Woodall, to approve the City's response to the 2025–26 Humboldt County Civil Grand Jury Report, "Emergency Preparedness: The Role of Local Law Enforcement Agencies," and authorize the Mayor to sign on behalf of the City Council. Motion carried 5–0.

4. 2026/1020.13 – Discussion and Possible Action Related to Possible Data Center Development and the Related Rules and Regulations including Potential Moratorium (DISCUSSION / POSSIBLE ACTION)

City Manager Knopp presented the item, reporting that the City has received confirmed interest from a developer seeking to site a small data center at the Humboldt-Rio Dell Business Park, that no application has been submitted, and that information is limited and preliminary. The item was placed on the agenda at the Mayor's request. He noted that staff does not have in-house expertise on data centers and that the report is not intended to recommend for or against the use, but to summarize the City's code, outline questions, and present procedural options.

City Manager Knopp explained that the City's zoning code does not define or list "data center" as a use. Under one reading (Reading A), a data center would be a use similar to and compatible with listed uses in the Industrial and Industrial Commercial zones, requiring a use permit, Planning Commission review, CEQA review, and project-specific conditions. Under an alternative reading (Reading B), an applicant could argue that it is already a principally permitted use, such as telecommunications, research and development, or warehousing, allowing it to proceed with only ministerial approvals. Staff believes Reading A is the better interpretation, but the ambiguity is real and is the main practical reason a moratorium discussion is worthwhile. He referred the Council to the options matrix in the staff report, stated that staff has no position on the issue, and noted that the Council frequently discusses the need for development, activity, and revenue in the City.

Mayor Garnes stated that she had asked for the item to be agendized. She stated that while the City needs revenue, her primary concern is water, noting that the City is a junior water right holder and that "life-sustaining water is for lives, not for machines." She expressed concern that data centers' actual water use can exceed initial estimates, and that it would be unfair to allow a developer to purchase land before the City determines its position. She also noted that data centers create many construction jobs but few permanent jobs.

Mayor Pro Tem Carter concurred, characterizing the matter as a natural resource and jobs issue, and stated that while the City needs development, jobs, and tax revenue, it can do better.

Council Member Woodall listed issues she believes should be examined before the City proceeds further. These included energy consumption; intensive water use and the corrosion-inhibiting chemicals used in closed-loop systems, which could pose a hazard if a leak occurs; air and noise pollution, including constant low-frequency hum and vibration that can travel up to two miles and disrupt wildlife; air pollution from backup generators during testing and outages; habitat destruction; limited long-term employment;

disproportionate impacts on low-income and minority communities; competing uses for the land; non-disclosure agreements that limit public information; and tax incentives that reduce revenue benefits. She stated that she is against data centers but not against studying whether impacts could be mitigated, and that she would support a moratorium first so the City can fully understand the issues. She stated that she wants the City to have "all its ducks in a row" before negotiating with any developer.

Council Member Orr stated that shutting the door now would leave the Council's questions unanswered and leave the public relying on social media for information, noting that studies can be found supporting either side. He supported engaging the developer first (Option 4), stating that data centers are coming regardless and that the City should have a say and educate itself. He added that refusing to hear from the other side is not a realistic option, and that even three new jobs would be three more than the area has now.

Council Member Wilson agreed with Council Member Orr and asked whether the City has actually been approached by a developer. City Manager Knopp responded that more than one property owner has reportedly been approached, that other jurisdictions have been approached by similar or the same developers, and that no application has been filed. Council Member Wilson stated that the City should clear up the ambiguity about whether such a project would be ministerial, through an ordinance amendment or, if necessary, a moratorium, so that the City has direct input. He noted that PG&E has recently installed a new power line near Journey Church that contractors described as backup power for the Eel River area. He suggested that an ordinance include standards similar to the design input the City had on the Dollar General building, and provisions giving residents first priority for water over commercial users during a drought. He asked staff to look into these matters.

Mayor Garnes noted that the City's water comes from the Eel River, which is low in October, and questioned whether an ordinance could require closed-loop systems or limit the number of data centers. She stated that the item was for discussion only, but that she wanted the Council and the public to keep in mind the experiences of other communities that have accepted data centers, and that water is more important than revenue.

Community Development Director Caldwell, participating via Zoom, provided additional information. He reported that he was contacted the previous Friday by a local realtor and their client, who had also spoken with Jesse Jeffries regarding his properties at the Humboldt-Rio Dell Business Park. The conceptual proposal is a 60,000-square-foot facility with a 5-megawatt electrical load and a closed-loop cooling system using approximately 900 gallons of water per day (about 27,000 gallons per month). By comparison, Mr. Jeffries' existing cultivation operation uses approximately 3,300 gallons per day (about 100,000 gallons per month) and also uses about 5 megawatts. He reported that the City's State-

permitted water allocation is 510 million gallons annually, and that the City's 2025 water use was 84 million gallons, or about 17% of that allocation. He stated that he advised the proponents that a data center is not a principally permitted use and would require a conditional use permit as a use similar to and compatible with allowed uses, as well as design review.

Mayor Garnes opened the item to public comment.

Jesse Jeffries, a landowner in the Humboldt-Rio Dell Business Park, stated that he initiated a dialogue with the data center company approximately a month ago and has discussed water use and closed-loop systems with them. He reported that the proposed 60,000-square-foot building would employ 30 full-time people once operating. He described significant site constraints in the business park, including drainage problems and silted, undersized culverts, floodplain fill requirements that would cost millions of dollars, and the absence of a sewer system, which would require a closed-loop system and extensive water quality review. He reported that PG&E has just completed conduit under the river and is installing pole boxes along Northwestern Avenue to bring power to those parcels, for which he has waited seven years. He noted that the business park has seen little development, and urged the Council to keep an open mind and wait for an actual application before making a judgment. In response to a Council question, he stated that his greenhouse building is about 23,000 square feet and that the proposed data center building would be roughly 200 by 200 feet.

Andrew Lewis stated that approximately 75% of Americans oppose data centers, that there is no long-term data on their effects, and that now is the time for the City to plan and get ahead of the issue.

Sharon Wolfe, Painter Street, stated that "data center" has no single definition and that facilities range from very large East Coast installations to small relay stations, noting that everyone's internet service relies on data centers and that Rio Dell frequently experiences internet outages and needs infrastructure. She cautioned against a moratorium. She recommended that the City rely on the Reading A interpretation and its existing Planning Commission process, invite the developer to present, and approach the proposal with curiosity and openness to development, since the business park has long been undeveloped.

A member of the public noted that everyone in the room uses data centers through their cell phones.

A written comment from a lifelong Rio Dell resident was read into the record, urging the Council to oppose any data center in the area as environmentally harmful and of little job

benefit, and citing an incident in Virginia in which noise and air pollution from a data center's diesel generators forced an elderly resident from his home.

No hands were raised on Zoom. Mayor Garnes stated that the item was for discussion only, that the Council had a good discussion that heard different perspectives from Council and the public, and that the City Manager and staff may look into some of the issues raised by Council Member Woodall. She thanked everyone for their input and closed the item.

No formal action was taken.

O. SPECIAL CALL ITEMS / COMMUNITY AFFAIRS / PUBLIC HEARINGS

No items were presented.

P. ORDINANCES / SPECIAL RESOLUTIONS / PUBLIC HEARINGS

No items were presented.

Q. COUNCIL REPORTS / COMMUNICATIONS

Mayor Pro Tem Carter:

- Reported that she will attend the Fire Commissioners meeting on Wednesday, October 21, at 5:30 PM at the Fire Hall, and a meeting on October 26.
- Reported that the fire department building is in serious need of repair, and that the fire district is pursuing grant and/or loan funding. She has been placed on an ad hoc committee with Supervisor Bushnell to identify funding opportunities, and was advised that the district would be more competitive if the fire hall were designated as a community emergency operations center or similar facility. She stated that she may return to request that the Council make such a designation once the requirements are clarified.
- Requested that an item be placed on the next agenda to consider applying for State Parks Project Round 5 grant funding for the Davis Street Park, noting that the program allows land acquisition and requires no matching funds, and that owning the land would make the City eligible for additional grant opportunities. The Council agreed by consensus to place the item on the next agenda.

Council Member Orr: Had nothing to report.

Council Member Woodall: Thanked Chief Phinney for the rental housing inspection list.

Council Member Wilson: Reported that the Redwood Coast Energy Authority (RCEA) will meet next week.

Mayor Garnes:

- Reported attending a meeting with the City Manager on regional collaboration among Humboldt County communities to promote the area collectively rather than individually, and stated that she will report back as more information becomes available.
- Invited the community to the second annual Witches Bike Ride on Saturday at 1:00 PM, starting at C&C Market and riding to Scotia and back, rain or shine, and encouraged residents to participate in costume.

R. ADJOURNMENT

ACTION: Motion to adjourn made by Mayor Pro Tem Carter, seconded by Mayor Garnes.

Motion carried [5–0].

The meeting adjourned at approximately 7:20 PM. The next regular City Council meeting is scheduled for Tuesday, November 3, 2026, at 6:00 PM.

APPROVED:

_____

Debra L. Garnes, Mayor

ATTEST:

_____

Jessica Hill, City Clerk

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

November 3, 2026

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Second Amendment to Professional Services Agreement with CSG Consultants, Inc. Related to Solid Waste Franchise Negotiations

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute a Second Amendment to the Professional Services Agreement with CSG Consultants, Inc., increasing the not-to-exceed amount by $5,500, from $45,374 to $50,874.

BACKGROUND

CSG has supported the City's solid waste franchise agreement negotiation with Recology and SB 1383 compliance since July 2024 (original amount $25,530). The First Amendment, approved March 31, 2026, added $19,844 and extended the term to March 31, 2027. Additional hours are needed to complete the work due to additional time required for cost control evaluations of the submissions from Recology. The term is unchanged.

$5,500, funded from a CalRecycle grant for this purpose.

ATTACHMENT

Second Amendment to Professional Services Agreement with CSG Consultants, Inc.

Prior submitted materials.

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SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RIO DELL AND CSG CONSULTANTS, INC.
(Agreement No. 00003945)

This Second Amendment to Professional Services Agreement ("Second Amendment") is made and entered into as of _____, 2026, by and between the City of Rio Dell, a municipal corporation ("City"), and CSG Consultants, Inc., a California corporation ("Consultant").

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement dated July 16, 2024 ("Agreement"), for franchise agreement negotiation support and compliance assistance, with a maximum compensation of $25,530.

B. City and Consultant entered into a First Amendment to the Agreement dated March 31, 2026 ("First Amendment"), which extended the completion date to March 31, 2027, authorized additional services described in Consultant's proposal dated February 18, 2026 (Exhibit B to the First Amendment), and increased the maximum compensation by $19,844 to a total not-to-exceed amount of $45,374.

C. Section j of the Agreement provides that changes in the scope, method of performance, or price of the Services may be made by a supplemental agreement executed by City.

D. Additional time and materials are needed to complete the services authorized under the Agreement and the First Amendment, and City desires to increase the maximum compensation by $5,500 for that purpose.

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Additional Compensation. City shall pay Consultant an additional amount not to exceed Five Thousand Five Hundred Dollars ($5,500) for services within the scope of the Agreement and the First Amendment, billed on a time and materials basis at the rates set forth in Exhibit B to the First Amendment, as adjusted in accordance with its terms.

3. Revised Total Compensation. The maximum compensation under the Agreement, as amended, is hereby increased from $45,374 to a new total not-to-exceed amount of Fifty Thousand Eight Hundred Seventy-Four Dollars ($50,874).

4. Term. The completion date of March 31, 2027, established by the First Amendment, is unchanged.

5. Effect of Amendment. Except as expressly amended by this Second Amendment, all terms and conditions of the Agreement, as amended by the First Amendment, remain in full force and effect.

6. Counterparts; Authority. This Second Amendment may be executed in counterparts, including by electronic signature, each of which shall be deemed an original. Each person executing this Second Amendment represents that he or she is duly authorized to do so.

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

CITY OF RIO DELL

By: _____

Name: Kyle Knopp

Title: City Manager

Date: _____

CSG CONSULTANTS, INC.

By: _____

Name: Cyrus Kianpour

Title: President

Date: _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RIO DELL AND CSG CONSULTANTS

This First Amendment to Professional Services Agreement ("First Amendment") is made and entered into as of March 31, 2026, by and between the **City of Rio Dell**, a municipal corporation ("City"), and **CSG Consultants, Inc.**, a California corporation ("Consultant").

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement dated July 16, 2024 ("Agreement"), attached hereto as **Exhibit A,** for consultant services related to franchise agreement negotiation support and compliance assistance.

B. The Agreement incorporated Consultant's June 25, 2024, quote establishing a maximum compensation of $25,530, and provided for a completion date of August 31, 2025.

C. The Agreement provides that changes in the scope of services, method of performance, nature of materials, work provided, or price of services may be made by a supplemental agreement executed by authorized representatives of the parties.

D. On February 18, 2026, Consultant submitted a proposal to complete franchise agreement negotiation and SB 1383 compliance technical assistance for the City, for additional services on a not-to-exceed basis of $19,844.

E. City desires to extend the term of the Agreement and authorize the additional services described in Consultant's February 18, 2026, proposal, and Consultant desires to perform such services, subject to the terms of the Agreement as amended herein.

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Extension of Term. Section 1 of the Agreement, or any provision stating the completion date, is hereby amended so that the new completion date shall be **March 31, 2027**, unless earlier terminated in accordance with the Agreement.

3. Additional Scope of Services. Consultant shall perform the additional services described in Consultant's proposal dated February 18, 2026, attached hereto as **Exhibit B** and incorporated herein by this reference. Those services include, among other things:

a. completing franchise agreement provisions and achieving consensus on outstanding legal terms and issues;

b. completing outstanding operations terms and issues relating to service levels and implementation matters;

c. completing cost proposal and rate structure quality assurance/quality control;

d. completing city staff report materials and, if directed, Proposition 218 notice documents and templates; and

e. providing technical assistance and oversight relating to implementation of new collection programs and related outreach and education.

4. Additional Compensation. For the additional services authorized by this First Amendment, City shall pay Consultant an amount **not to exceed Nineteen Thousand Eight Hundred Forty-Four Dollars ($19,844)**, in accordance with the rates and cost breakdown set forth in Exhibit B.

5. Revised Total Compensation Ceiling. The maximum compensation under the Agreement is hereby increased from $25,530 by $19,844, for a new **total not to exceed amount of Forty-Five Thousand Three Hundred Seventy-Four Dollars ($45,374)**, unless this paragraph is revised by City prior to execution.

6. Payment Terms. Except as expressly modified herein, Consultant shall be compensated and invoiced in accordance with the payment provisions of the Agreement and the applicable exhibit. The February 18, 2026, proposal states that CSG will invoice monthly for services rendered during the previous month and that annual rate increases may occur on July 1 based on CPI for the applicable region.

7. Effect of Amendment. Except as expressly amended by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

8. Counterparts; Authority. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Each person executing this First Amendment represents that he or she is duly authorized to do so.

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

CITY OF RIO DELL	**CSG CONSULTANTS, INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Exhibit A

City of Rio Dell
675 Wildwood Ave., Rio Dell, CA 95562
Telephone (707) 764-3532 - FAX (707) 764-5480

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections a through u on Pages 3 through 7 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.

TO: City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562

DATE: July 16, 2024
Agreement No. _____

The undersigned Consultant (i.e., CSG Consultants referred to herein as "Consultant") offers to furnish the following services (the "Services"):

As described in the quote submitted by Consultant dated June 25, 2024 and recited at pages 4 through 5 (the "Services"); a true and correct copy of said is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the total sum of $25,530.00 as recited on page 7 in **Exhibit A**. The scope of work for this project and payment terms include the following:

Contract Price:	$25,530.00 (Max)
Payment Intervals:	By Task Completion
Completion Date:	8/31/2025

Instructions: Sign and return original. Upon acceptance by City of Rio Dell, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: City of Rio Dell

By Kyle Knopp

Title City Manager

Other authorized representative(s):

Consultant: CSG Consultants

By Cyrus Kianpour

Title President

Other authorized representative(s):

Exhibit A

Consultant agrees with City of Rio Dell that the following terms and conditions shall apply to the work performed by Consultant:

a. **Indemnification.** To the fullest extent permitted by law, Consultant will indemnify, defend and hold harmless the City of Rio Dell, its directors, officers, employees, and authorized volunteers (collectively "City") from and against all claims, demands and damages of all persons and entities to the extent arising out of the Consultant's negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the City from and against all claims, demands and damages to the extent arising out of, pertaining to, or relating to the City's own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.

b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.

c. **Workers Compensation Insurance.** By his/her/its signature hereunder, Consultant certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all Services covered by this Agreement.

d. **Professional Liability Insurance.** Consultant will file with City of Rio Dell, before beginning professional services, a certificate of insurance satisfactory to the City of Rio Dell evidencing professional liability coverage of not less than $1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Consultant. Upon notice of any such cancellation, Consultant shall promptly inform City of Rio Dell. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by City of Rio Dell. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.

e. **Insurance Certificates.** Consultant will file with City of Rio Dell, before beginning professional services, certificates of insurance satisfactory to City of Rio Dell evidencing general liability coverage of not less than $1,000,000 per occurrence ($2,000,000 general and products-completed operations aggregate (if used)) for bodily injury,

personal injury and property damage; auto liability of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to Consultant. Upon receipt of any such cancellation, Consultant shall promptly notify City of Rio Dell. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by City of Rio Dell, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give City of Rio Dell, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by City of Rio Dell. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.

f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to City of Rio Dell at least ten (10) days prior to the expiration date.

g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the City Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of City of Rio Dell.

h. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by City of Rio Dell. If City of Rio Dell does not object to an invoice in writing within 15 days after receipt thereof, then the invoice shall be deemed accepted. Consultant reserves the right without penalty to suspend the Services in the event of nonpayment of undisputed amounts.

i. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

j. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by City of Rio Dell. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

k. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement, and in a manner consistent with the Standard of Care established by Section b. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or

trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless City of Rio Dell from and against any and all claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement. Consultant makes no other representations or warranties, express or implied, with respect to the performance of the Services. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by City of Rio Dell against Consultant relating to the Services.

l. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by City of Rio Dell in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the City of Rio Dell.

m. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all sub-consultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or City of Rio Dell receives notice of any violation by Consultant of any laws relating to Consultant or City of Rio Dell receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.

n. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.

o. **Termination.** City of Rio Dell may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, City of Rio Dell's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by City of Rio Dell, and if Consultant is not in default, City of Rio Dell shall pay to Consultant (a) the prorata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at City of Rio Dell's option, pass to City of Rio Dell.

p. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, City of Rio Dell may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by City of Rio Dell). Subject to Section u., herein, Consultant shall be liable to City of Rio Dell for all reasonable expenses incurred by City of Rio Dell in finishing the Services and any direct damage incurred through any default, which at the option of City of Rio Dell, may be charged against any amounts due from City of Rio Dell to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.

q. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to **City of Rio Dell, 675 Wildwood Ave., Rio Dell, CA 95562**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date five (5) U.S. mail delivery days after the notice was placed in the United States mail as provided above.

r. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.

s. **Interpretation and Execution.** Both Consultant and City of Rio Dell are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and City of Rio Dell are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply. Consultant represents and warrants to the City of Rio Dell that the persons executing this agreement on behalf of Consultant have the authority to bind Consultant to the provisions of this Agreement. This Agreement may be executed in counterparts, the separately executed parts of which shall be taken to constitute one whole. Electronically scanned signatures (by DocuSign or other means) shall be deemed to constitute original signatures, and the lack of an original (wet ink) signature shall not constitute a defense to enforcement.

t. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or City of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the

venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

Dated: 8/27/24

City of Rio Dell

Kyle Knopp, City Manager

Dated: 8-23-2024

Consultant: CSG Consultants

Name: Cyrus Kianpour

Title: President

Exhibit A
Nor Cal Pipeline Services Quote

CSG PROPOSAL TO THE

City of Rio Dell

FOR FRANCHISE AGREEMENT NEGOTIATION SUPPORT & COMPLIANCE ASSISTANCE

June 25, 2024



550 Pilgrim Drive
Foster City, CA 94404
650.522.2500 phone
650.522.2599 fax
www.csgengr.com

CSG CONSULTANTS
Employee-Owned

Cover Letter

June 25, 2024

Kyle Knopp, City Manager
City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562

Re: Proposal for Franchise Agreement Negotiation Support and Compliance Assistance

Dear Mr.Knopp,

Thank you for the opportunity for **CSG Consultants (CSG)** to provide the City of Rio Dell with Franchise Agreement Negotiation Support and Compliance Assistance. We look forward to providing the City of Rio Dell with these services to ensure the City receives a new franchise agreement with cost-effective and improved services for Rio Dell ratepayers that are consistent with current industry standards.

Kathleen Gallagher will serve as the Project Manager, and she brings over 29 years of sustainability program management and waste management experience. Since SB 1383 regulations were approved, she has assisted several jurisdictions to be SB 1383 compliant and has worked to become an SB 1383 subject matter expert. You will find Ms. Gallagher's resume in this proposal. Ms. Gallagher's contact information is as follows:

> **Kathleen Gallagher, Senior Sustainability Manager**
> 550 Pilgrim Drive, Foster City, CA 94404
> **(650) 489-9097 *mobile***
> kathleeng@csgengr.com

The attached scope of work will be provided to the City on a not to exceed basis of $25,530 and details are included in the scope of work. Please feel free to contact Ms. Gallagher with any questions or comments you may have regarding our proposal.

We look forward to providing these services to the City of Rio Dell.

Sincerely,

Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.

CSG CONSULTANTS
Employee-Owned

Firm Profile

CSG Consultants, Inc. (CSG) is an employee-owned, California company with our corporate and local office in Foster City and additional offices in Pleasanton, San Jose, Sacramento, Newman, Fresno, Paso Robles, and Orange. Founded in 1991, ***CSG performs work solely for public agencies***, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences, having held positions with communities facing similar development opportunities as the City of Rio Dell.

NAME OF FIRM:	CSG Consultants, Inc.
PROJECT CONTACT:	**Kathleen M Gallagher, Principal Senior Sustainability Manager**
HEADQUARTERS & LOCAL OFFICE:	550 Pilgrim Drive, Foster City, CA 94404 (650) 522-2500
REGIONAL OFFICES:	3875 Hopyard Road, Suite 141, Pleasanton, CA 94588 3150 Almaden Expressway #255, San Jose, CA 95118 1303 J Street, #270, Sacramento, CA 95814 930 Fresno Street, Newman, CA 95360 5151 N. Palm Avenue, Suite 530, Fresno, CA 93704 806 9th Street, Suite 2A, Paso Robles, CA 93446 3707 W. Garden Grove Boulevard, #100, Orange, CA 92868
YEARS IN BUSINESS:	33 • Founded in 1991
EMPLOYEES:	350+
TYPE OF BUSINESS:	California Corporation • Incorporated June 15, 2000, • Federal ID: 91-2053749



Comprehensive Municipal Services

CSG is customer-centric and organized into the lines of business outlined below, each managed by experts in their respective fields.

PLANNING, ENVIRONMENTAL, AND SUSTAINABILITY

Staff Augmentation for Current and Advance Planning • Project Management Including Plan Amendments • CEQA Environmental Review • Energy Efficiency, Water Conservation, Solid Waste Program Development • AB32 Compliance/Climate Action Plan Development and Implementation • Greenhouse Gas Reduction Strategies • Grant Writing and Grant Management

BUILDING AND FIRE LIFE SAFETY

Building Department Administration • Building Plan Review and Inspection • Fire Plan Review and Inspection • Structural Plan Review • OSHPD3 Review • CASp Assessment and Inspection • Public Facilities Assessment • LEED/Green Building Services • Code Compliance/Enforcement • Staff Augmentation

PUBLIC WORKS ENGINEERING AND DESIGN

Capital Improvement Project Design: Transportation/Roadway, Water and Sewer Utilities, Traffic Engineering • Development Review/Plan Check • Surveying and Mapping • Stormwater Program Compliance (NPDES, QSP/QSD)

CIP PROJECT AND PROGRAM MANAGEMENT

Capital Improvement Program Development and Implementation • Federal and State Grant Administration • Rule 20A Undergrounding • Staff Augmentation Including: Design Consultant Coordination, Projects Scoping, RFP Preparation

CONSTRUCTION MANAGEMENT AND INSPECTION

Contract Administration Including: Resident Engineer Oversight, Inspection, and Construction Management • Constructibility/Bidability Reviews • Cost and Schedule Control • Claims Avoidance

INFORMATION TECHNOLOGY

GreenVue Permitting Software • Digital Plan Review • Electronic Archiving • Web-Based Construction Management and Asset Management • Project Management • GIS and IT Support

The CSG Consultants Team Works for *You*



Scope of Work

Task 1: **Project initiation and hold a kickoff meeting with the City Manager to discuss City's current franchise agreement and objectives the City wants included in the new franchise agreement (e.g., new programs and services, current industry standards, new contractor compensation setting process, new reporting requirements, etc.) Prepare meeting materials, agenda, staff memorandum and research current available data.**

At the kickoff meeting, CSG will provide a current status on the region's franchise agreement negotiations already underway and discuss the City's preferences for their franchise agreement in this process. Discuss the City's timeline and Rio Dell's baseline data which include disposal tonnage, diversion tonnage, current rates and rate setting process, reporting, diversion programs, challenges/ successes in the current franchise agreement programs and the City's current status in meeting state mandates. Discuss City Manager's preference for term of agreement, option to extend the agreement and other critical provisions.

Deliverables: *Meeting Agenda and Staff Memorandum of Rio Dell's current programs, tonnage, diversion and program and service gap analysis. Summary of City Manager's feedback regarding franchise agreement objectives.*

Task 2: **Complete analysis of data provided by City and Recology. Draft the new Franchise Agreement for City of Rio Dell to include new current industry standards, new programs and services, new contractor compensation and rate setting provisions, new reporting and recordkeeping as directed by City Manager.**

Complete data analysis to establish a baseline of disposal, diversion, and account holders. Review analysis and timeline from City and CalRecycle for meeting state mandates. Review route and account data for residential, commercial, city sector data, and other data specific to City of Rio Dell.

Once the new franchise agreement is drafted meet with the City Manager to get feedback and direction on changes they want for the agreement.

Deliverables: *Draft City of Rio Dell Franchise Agreement and Staff Memorandum summarizing the new programs, services, industry standards included in the new agreement. to address current franchise agreement gaps.*

Task 3: **Provide updated Franchise Agreement inclusive of City Manager's edits and feedback incorporated. Discuss status of regional franchise agreement discussions as it relates to the City of Rio Dell in meeting with City Manager.**

Deliverables: *Provide Updated Draft City of Rio Dell Franchise Agreement and Staff Memorandum summarizing the City's edits and feedback incorporated into the new agreement.*

Task 4: **Prepare documents for first negotiation meeting with Recology and meet with City Manager on agenda, staff memos, timeline, and the updated franchise agreement.**

Deliverables: *Provide documents for City Manager review for first negotiation meeting with Recology Agenda, staff memos, timeline, and the updated franchise agreement.*

Task 5: **Hold series of meetings and negotiations with the City Manager and Recology staff to discuss the new draft franchise agreement.**

Prepare agendas for meetings with Recology and City Manager, prepare questions for Recology prior to each meeting for Recology to respond to prior to our meetings. Discuss

agreement provision details and document Recology's feedback. Discuss methods for cost effective programs and services that meet needs of Rio Dell ratepayers. Estimated number of meetings is 8 and is dependent on Recology and City feedback during these negotiations.

Deliverables: *Provide agendas and staff memorandums for City Manager review.*

Task 6: **Provide analysis of Recology's cost proposal for new franchise agreement for City Manager review. Discuss Recology's rate assumptions, data used, profit margin and rate setting process with the objective that Recology provide the City with a reasonable and transparent cost proposal to minimize Rio Dell ratepayer impact.**

Participate in meetings with Recology to support the City in achieving cost effective programs that meet state mandates and include industry standards and best practices.

Note: For the other Humboldt County jurisdictions, I recommended including use of a solid waste CPA. The other jurisdictions that have engaged this CPA and CSG can share his contact information and more details during the kickoff meeting.

Deliverables: *Provide a summary analysis of Recology's cost proposal for City Manager review.*

Task 7: **Complete staff memorandum for City Council staff report and presentation for City Manager use for franchise agreement approval process.**

Deliverables: *Provide staff memorandum and presentation materials for City Council meeting for City Manager review.*

Task 8: **Provide recommendation for new sustainable revenue stream for City using new SB 1383 fee as allowed in SB 1383 regulations. This fee can provide City with needed sustainable revenue stream for staff and programs.**

Analysis will include a sustainable revenue stream amount to fund City staff and programs to meet SB 1383 requirements such as reporting, procurement, technical assistance, monitoring, etc. The SB 1383 fee would be a 'pass-through cost' and would be independent of any franchise fee or other fees.

Deliverables*: Provide staff memorandum on sustainable revenue stream from SB 1383 fee.*

Task 9: **Provide franchise agreement, data analysis, rate comparison and other technical assistance upon City Manager direction.**

Upon direction by City Manager, CSG will complete other technical assistance as needed.

Kathleen Gallagher

Principal/Senior Sustainability Manager

CERTIFICATIONS & AFFILIATIONS

Joint Venture Silicon Valley Network, Climate Protection Task Force

Pacific Energy Center Certification for Energy Efficiency Auditing

AWARDS

Beacon Award Winner for Sustainability Platinum

Beacon Award Winner GHG Reductions for Community & Municipal

EDUCATION

Political Science, Natural Resources University of Michigan | Ann Arbor, MI

Series 7 Financial Consultant Certification

VALUABLE SKILLS

Climate Action Plan Development

Zero Waste/Recycling Management

Construction & Demolition Recycling/CalGreen

CalRecycle Compliance

Energy Efficiency/Water Conservation

Public Education/Outreach

Environmental Preferable Purchasing Policies

City Task Force Facilitation

Presentations to Elected Officials

Grant Writing

Ms. Gallagher is a Sustainability Programs Manager for CSG Consultants and has over 28 years of experience in Climate Action Planning, sustainability program development, recycling, and solid waste contract management. She has served as project manager for Solid Waste and Recycling Programs, Climate Action Plan (CAP) development, energy efficiency projects, grant administration, and water conservation projects for several Bay Area jurisdictions. Ms. Gallagher has extensive experience working with City task forces, elected officials, city staff, and the residential and business community.

Currently, Ms. Gallagher serves as the Sustainability Programs Manager for the Town of Colma where she is updating the Climate Action Plan for 2030 GHG reduction targets. She manages the development/ implementation of the Town's Climate Action Plan (CAP). Her efforts earned the Town a Platinum Beacon Award from the Institute for Local Government for implementation of best practices for sustainability. Additional projects include serving as the recycling, organics, and solid waste program technical expert for the development of the Town's Request for Proposal for recycling/solid waste collection. Ms. Gallagher served as the technical expert for development of the new franchise agreement with a special focus on commercial and organics diversion programs. Ms. Gallagher completes CalRecycle compliance reporting to meet AB 939, AB 341, SB 1383 requirements and facilitates CalRecycle staff audits.

Ms. Gallagher also provides Sustainability Program Management services for the Integrated Waste Management Program for San Benito County's Regional Agency. Projects include managing landfill operating contract compliance and landfill diversion programs, managing compliance with mandates, contract administration for the franchised and non-franchised agreements, household hazardous waste programs, public education/outreach programs, providing technical assistance to the County staff and County committees, and managing grants for the Regional Agency. Ms. Gallagher also completes CalRecycle compliance reporting to meet AB 939, AB 341, SB 1383 and SB 1016 requirement and the CalGreen Construction and Demolition recycling requirements.

ADDITIONAL RELEVANT EXPERIENCE

Ms. Gallagher developed Hillsborough's Climate Action Plan in collaboration with the Sustainable Hillsborough Task Force with elected officials and Town staff. She developed the following new sustainable programs for Hillsborough:

- Solar Community Program design and implementation
- Construction and Demolition Recycling Programs
- Municipal Green Building Policy development and implementation
- Residential Energy Efficiency Program
- Energy Efficiency, Green Building and Solar Workshops design and implementation
- Climate Protection Grant Proposal completion (awarded full grant funding)

She facilitated CAP development with the City of Burlingame's Green Ribbon Task Force that consisted of City Council members, City commissioners, residents, and business community members. Ms. Gallagher developed the Climate Action Plan's guiding principles, greenhouse gas reduction programs, estimated costs, timelines, and reduction targets. Ms. Gallagher coordinated CAP development with City staff and community through a Community Climate Action Plan Workshop. Concurrent with CAP development, she developed a green building program, solar community program and energy efficiency workshops for immediate sustainability program implementation.

Scope of Work Cost

Tasks		Senior Sustainability Manager $200/hr.
	Hours	Cost
Task 1: *Project Initiation/Kick off Meeting to discuss objectives for new franchise agreement e.g. new collection programs/services per current industry standards, contractor compensation setting process, etc. Provide summary of research, timeline, current diversion data and state mandate status.*	5	$1.000
Task 2: *Complete analysis of data provided by City and Recology. Draft the new Franchise Agreement for City of Rio Dell to include new current industry standards, new programs and services, new contractor compensation and rate setting provisions, new reporting/recordkeeping as directed by City Manager.*	23	$4,600
Task 3: *Provide new draft of updated Franchise Agreement inclusive of City Manager's edits and feedback incorporated. Discuss status of regional franchise agreement discussions as it relates to the City of Rio Dell in meetings with City Manager.*	11	$2,200
Task 4: *Prepare documents for first negotiation meeting with Recology; Meet with City Manager on agenda, staff memos, timeline, and the updated franchise agreement.*	9	$1,800
Task 5: *Hold series of meetings and negotiation discussions with City Manager and Recology staff to discuss the new draft franchise agreement and work to achieve consensus on key negotiation items.*	18	$3,600
Task 6: *Provide analysis of Recology's cost proposal for new franchise agreement for City Manager review. Discuss Recology's rate assumptions, data used, profit margin and rate setting process with goal that Recology provide a reasonable and transparent cost proposal to minimize ratepayer impact.*	14	$2,800
Task 7: *Complete staff memorandum for City Council staff report and presentation for City Manager use for franchise agreement approval process.*	4	$800
Task 8: *Provide recommendation for new sustainable revenue stream for City using new SB 1383 fee as allowed in SB 1383 regulations.*	3	$600
Task 9: *Provide franchise agreement, data analysis, rate comparison and other technical assistance upon City Manager direction.*	24	$4,800
15% contingency		$3,330
Total Cost:		**$25,530**

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel, and office expenses. CSG will mail an invoice every month for services rendered during the previous month. On July 1 of each year following the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

Exhibit A

CSG CONSULTANTS

Employee-Owned

OFFICES THROUGHOUT CALIFORNIA

SAN FRANCISCO BAY AREA
• Foster City • San Jose • Pleasanton •

SACRAMENTO REGION
• Sacramento •

CENTRAL VALLEY
• Newman • Fresno •

CENTRAL COAST
• Paso Robles •

SOUTHERN CALIFORNIA
• Orange •

WWW.CSGENGR.COM

888.794.2016

Exhibit B

CSG CONSULTANTS
Employee-Owned

550 Pilg
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgengr.com

February 18, 2026

Mr. Kyle Knopp
City Manager
City of Rio Dell
675 Wildwood Ave
Rio Dell, CA 95562

Re: City of Rio Dell: Proposal to Complete Franchise Agreement Negotiation and SB 1383 Compliance Technical Assistance

Dear Kyle,

Thank you for the opportunity for **CSG Consultants (CSG)** to complete the Franchise Agreement Negotiation and SB 1383 Compliance Technical Assistance for the City of Rio Dell. We look forward to completing this project for the City and ensuring the City receives a new franchise agreement with cost-effective programs, improved services and SB 1383 compliant programs.

Kathleen Gallagher will continue to serve as the Project Manager, and she brings over 30 years of sustainability program management and waste management experience. Since SB 1383 regulations were approved, she has assisted several jurisdictions with new franchise agreements that are SB 1383 compliant, and she has become an SB 1383 subject matter expert. Ms. Gallagher's contact information is as follows:

> **Kathleen Gallagher,** Senior Sustainability Manager
> 550 Pilgrim Drive, Foster City, CA 94404
> 650.489.9097 *mobile* | kathleeng@csgengr.com

The attached scope of work will be provided to the City on a not to exceed basis of $19,844. Details are included in the scope of work. Please feel free to contact Ms. Gallagher with any questions or comments you may have regarding our proposal. We look forward to providing these services to the City of Rio Dell.

Sincerely,

Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.

Scope of Work

Task 1: Complete franchise agreement provisions highlighted by the Rio Dell city attorney and achieve consensus with Recology's attorney in collaboration with City staff and city attorney on outstanding legal terms and issues. Include updated agreed upon provisions and complete final franchise agreement quality assurance for City staff for the presentation to City Council for approval.

Task 2: Complete franchise agreement and achieve consensus on outstanding operations terms and issues with Rio Dell and Recology operations staff regarding Rio Dell's commercial, MFD, residential accounts, city specific services, cardboard only accounts, outreach/education and rollout of new services.

Task 3: Complete cost proposal and rate structure quality assurance and quality control for all services to be included in Exhibit A of franchise agreement in collaboration with Rio Dell staff, Chris Bell and Recology. Participate in Recology/Chris Bell meetings and in City of Rio Dell and Chris Bell meetings. Provide technical assistance on rate structure to incentivize diversion and low contamination.

Task 4: Complete city staff report, and if city manager directs, the Proposition 218 public notice documents and templates for city staff presentation to City Council for approval of new franchise agreement and new rates for all Recology services for the City of Rio Dell.

Task 5: Provide technical assistance and oversight of Recology's implementation plan and rollout of new collection programs. Ensure Recology's implementation, delivery of services and containers, outreach, education, Waste Zero Specialist services comply with new franchise agreement requirements. Provide city staff, city key stakeholders with essential outreach materials in collaboration with Recology and update staff on milestones Provide technical assistance at the direction of City staff on a time and materials basis per the cost per hour noted in the Scope of Work.

Scope of Work Cost

Tasks	Hrs	Senior Sustainability Manager $205/hr
Task 1: Complete franchise agreement and achieve consensus on outstanding legal terms and issues from Rio Dell staff and Recology attorney. Complete final franchise agreement for City Council approval with final quality assurance.	11	$2,255
Task 2: Complete franchise agreement and achieve consensus on outstanding operations terms and issues with Rio Dell staff and Recology operations staff regarding Rio Dell's commercial accounts, MFD accounts, residential accounts, city specific services, outreach/education and rollout of new services, and ensure SB 1383 compliance.	18	$3,690
Task 3: Complete meetings with city staff and Chris Bell for cost proposal and rate structure quality assurance and quality control for all services for inclusion in Exhibit A of franchise agreement in collaboration with Rio Dell staff, Chris Bell and Recology. Provide technical assistance on rate structure. This task includes modifications to the cost proposal due to city staff requests to modify and/or reduce services to reduce rate impact. Provide technical assistance with selecting provisions to modify to reduce rate impact.	29	$5,945
Task 4: Complete city staff report and if directed by City Manager, complete Prop 218 templates for city use for city staff presentation to City Council for approval of new franchise agreement.	9	$1,845
Task 5: Provide technical assistance and oversight of Recology's implementation plan and rollout of new collection programs. Ensure Recology's implementation, delivery of services and containers, outreach, education, Waste Zero Specialist services comply with new franchise agreement requirements. Provide city staff, city key stakeholders with essential outreach and education materials in collaboration with Recology and provide city staff with milestones completion.	21	$4,305
10% Contingency	**$1,804**	
Total	**$19,844**	

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel, and office expenses. CSG will mail an invoice every month for services rendered during the previous month. On July 1 of each year following the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

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

November 3, 2026

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Consideration of an Application to the Statewide Park Development and Community Revitalization Program (SPP), Round 5, for Davis Street Park

IT IS RECOMMENDED THAT THE CITY COUNCIL:

That the City Council, by motion, provide direction to staff on one of the following:

1. Direct staff to prepare and submit an SPP Round 5 application for Davis Street Park by December 17, 2026, and appropriate up to $50,000 from the General Fund for outside consultant services (Not recommended, may not be feasible); *or*
2. Direct staff to treat Round 5 as a planning year: pursue site control with the School District, begin community design meetings, and return with an application for the next SPP round or another park funding source. (Staff recommendation)

BACKGROUND

At the request of Councilmember Carter and with the consensus of the Council, staff was asked to bring forward an item directing staff to apply for the State Parks SPP Round 5 grant to redevelop Davis Street Park. Redeveloping the park has been a long-held City goal. The park is owned by the School District, not the City, and the District has not yet formally agreed to sell it.

SPP is California's most competitive park construction program. Round 5 is funded by Proposition 4 and offers about $188.5 million statewide, with awards from $200,000 to $8.5 million and no local match required. Applications are due online by December 17, 2026. Awards are expected in summer 2027, and projects must be completed by June 2031. Projects are scored on ten criteria, ranked statewide against applications from much larger and better-staffed agencies.

A complete application consists of 14 checklist items. Most may be submitted as one-page placeholders, but the scored narrative (Project Selection Criteria #1–10) must be complete at the deadline and cannot be revised. Placeholders keep an application eligible; they do not make it competitive. The items that drive the score are:

- Site control. Because the City does not own the park, it must show one of the following: (a) a lease or joint-use agreement with the District running at least 30 years, revocable only for cause, that authorizes the City to build and operate the park (a draft is acceptable at application); or (b) a non-binding letter from the District stating its intent to

sell, subject to grant award, supported by an appraisal. Either requires timely actio the District's board. Readiness is worth up to 20 points.

- Community-based planning. Full points require at least five in-person meetings held in the community after November 5, 2024, at least two of them on evenings or weekends. Residents must choose the park features themselves; the City cannot present a preset design. The City has not held qualifying meetings for this site.
- Concept site plan and cost estimate. These must reflect what residents chose, so they cannot be finished until the last community meeting is held.
- Thirty-year operations and maintenance commitment. The authorizing resolution certifies the City can operate and maintain the park for 30 years. The application must show a credible funding source for that cost.
- Statewide ranking factors. Several criteria rank raw counts, such as the number of residents in poverty within a half mile. Rio Dell's small population places it at a structural disadvantage on these points regardless of the quality of the application.

The City does not have in-house grant writing, landscape architecture, or appraisal capacity. The following services would also be needed. Unknown are the costs in either staff time or city funds.

- Grant writer (preferably with park/OGALS experience)
- Landscape architect / park planner (preferably involved in the community design meetings)
- Outreach support
- Real estate appraiser
- Title company
- Land surveyor
- City Attorney time
- Environmental consultant
- City Engineer (GHD) (Utilities, drainage, and site constraints assessment)
- California Conservation Corp Consultation

Costs incurred to prepare the application are at the City's risk. If the grant is awarded, some design and appraisal costs may be reimbursable as pre-construction costs (capped at 25% of the grant); grant writing generally is not. If the application is not funded, none of these costs are recovered, although the site plan, meeting record, and appraisal would carry forward to a future round.

Timeline

If directed at tonight's meeting, staff would have roughly six working weeks, including Thanksgiving and the start of the holiday season. A compressed schedule would look like this:

Window	Task
Week of Nov 9	Obtain quotes and execute contracts for grant writer and landscape architect; submit ask to School District for draft lease or letter of intent; request Conservation Corps consultation
Nov 9 – Dec 11	Hold five in-person community design meetings, at least two on evenings or weekends (Thanksgiving week, Nov 23–27, effectively unavailable)
Nov 13 – Dec 11	Appraisal, title report, and survey (if acquisition); typical appraisal turnaround is four to six weeks

Window	Task
Dec 11 – 14	Landscape architect converts final meeting results into site plan and cost estimate; grant writer finalizes narrative
Dec 15	Council adopts authorizing resolution (DPR 860) and 30-year O&M commitment
Dec 16 – 17	Signatures, final assembly, and online submittal (deadline 11:59 p.m., Dec 17)

Staff supports the goal and believes Davis Street Park is a strong candidate for SPP funding in the right round. Staff does not believe the City can produce a competitive application in this window, for these reasons:

- The schedule leaves no slack. Five community meetings, consultant procurement, and an appraisal must all run at once, and the site plan and cost estimate can only be prepared in the final days.
- Site control depends on the School District acting within weeks. Without a draft agreement or letter of intent, the application would score poorly on readiness.
- The same small staff is carrying the Eel River Trail ramp closeout, sewer and water projects, labor negotiations, housing element update and various other tasks.
- The authorizing resolution would commit the City to 30 years of operations and maintenance cost for a facility of unknown composition, which has not been budgeted, and would be adopted days before the new Council is seated. Maintenance of such a facility would be an additional cost to the City when current revenue projections are flat or declining. The Council would be being asked to approve a project with considerable financial risk associated with it where the council may have less than 24 hours between the completion of the cost plan and site plan to the December 15, 2026 Council meeting date.

A rushed application that scores poorly spends $50,000 or more in General Fund money and staff time for little chance of award. Using this period to secure site control, hold the community meetings properly, and develop the site plan would position the City for a strong application in the next SPP round or for other park funding sources. Meetings held now will continue to count as long as future rounds keep the post-November 2024 window.

Attachments:

Statewide Parks Community Factfinder
Competitive Chart

///

Parks for All Californians
Local Park Access Planning and Grants

Statewide Parks Program Community FactFinder

FactFinder analyzes demographics and park acres within a half mile of a point you select. FactFinder uses primarily 2019-2023 American Community Survey block group estimates data for demographics with supplemental information from Census 2020 in rural areas. Parks and open space data are originally from the California Protected Areas Database 2024b (CPAD - learn more at calands.org) with minor adjustments. Park and open space updates are made periodically. Updates can be reported to SCORP@parks.ca.gov.

Resources
Download All GIS Data
Methodology

Choose to run a report for either an address or latitude, longitude pair. Enter information based on your selected choice, then click the Report button to get a report for that location.

Enter an address, city, or comma-separated latitude, longitude pair in the format 36.78,-119.56

40.49982700,-124.10249000 Report ✕ Clear Report

Report for half-mile circle centered on 40.49982700,-124.10249000

Latitude, Longitude: **40.49982700, -124.10249000**
Address at these coordinates: **150 Davis St, Rio Dell, CA 95562**

Download XLSX Report

Income and Poverty

$51,507 Median Household Income
53.5% of California Statewide Average Median Household Income

$21,884 Per Capita Income
45.6% of California Statewide Average Per Capita Income

338 People in Poverty
2,159 Total People

Climate Vulnerability

High Rank Climate Vulnerability Areas
Wildfire

Parks and Car Access

3.49 Parks Total Area (acres)

1.62 Park Acres per 1,000 People

9 Households without access to a car

Population

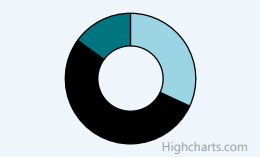
2,159 Total Population

690 (32.0%) Under 18 years

1,145 (53.0%) 19 to 64 years

324 (15.0%) 65 years and over

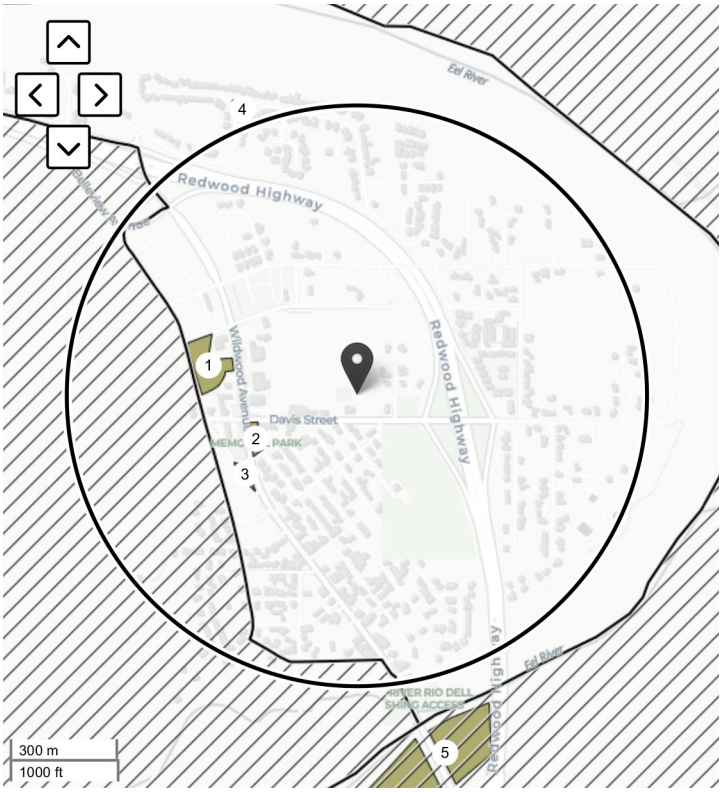
Population by age category



Under 18 years
19 to 64 years
65 years and over

Report Map

To update your report location and automatically run a new report, click on the map, drag and drop the map marker, or use the arrow buttons. Each click of an arrow button will move the project location approximately 72.7 meters (238.4 feet) in the direction indicated on the button. You may also use the plus/minus zoom buttons to zoom in two zoom levels or out one zoom level from your project location.



Base Maps

Leaflet | Parks data by GreenInfo Network.
Tiles © OpenStreetMap, © CARTO

This map shows a half-mile circle radius around your report location. The map includes layers showing parks and open space. There are currently five parks in the map area. The current zoom level is 15. The website content below gives a more detailed map description.

Map Description

Inside the selected half-mile radius

Summary

Within a half-mile radius around "40.49982700,-124.10249000", there are 3.5 acres of parks shown in green. The circle contains severely disadvantaged communities but does not contain disadvantaged communities. The following high ranking climate vulnerability layers are present within the project circle: Wildfire. These high ranking climate vulnerability areas are shown with a diagonal hatch pattern on the map. Note that some layers may not be visible on the map. Use the layers panel in the map area to toggle the parks, disadvantaged community layers and climate vulnerability layers on or off.

Parks

The numbers next to the park names below correspond to the numbers in the labels on the map. On the map inside the project circle, there are 3 parks, and 3 parks are displayed in cards below.

1. Firemans Park and Picnic Area	2. Memorial Park

Access: Open Access

Owner: Rio Dell Fire Protection District

Acres: 2.6

Access: Open Access

Owner: Rio Dell, City of

Acres: 0.47

3. Side Street Park

Access: Open Access

Owner: Rio Dell, City of

Acres: 0.38

Outside the selected half-mile radius

Summary

Outside of the half-mile radius within the map area, there are 9.4 acres of parks shown in green. The area outside the circle contains both severely disadvantaged communities and disadvantaged communities. The following high ranking climate vulnerability layers are present outside of the project circle: Wildfire, Flooding. These high ranking climate vulnerability areas are shown with a diagonal hatch pattern on the map. Note that some layers may not be visible on the map. Use the layers panel in the map area to toggle the parks, disadvantaged community layer and climate vulnerability layers on or off.

Parks

The numbers next to the park names below correspond to the numbers on the map labels. On the map outside the project circle, there are 2 parks, and 2 parks are displayed in cards below.

4. Unnamed site - Rio Dell, City of

Access: Open Access

Owner: Rio Dell, City of

Acres: 0.42

5. Scotia Community Forest

Access: Open Access

Owner: Scotia Community Services District

Acres: 9.0

Contact Us

Address: California Department of Parks and Recreation: Office of Grants & Local Services 715 P Street, Sacramento, CA 95814 | P.O. Box 942896 Sacramento, CA 94296 Attn: OGALS

Email: SCORP@parks.ca.gov

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This site is best viewed in Chrome, Firefox, or Microsoft Edge

Privacy Policy

Competitive Chart

Statewide Park Development and Community Revitalization Program (SPP)

The Competitive Chart is a planning tool for applicants that guides them through eligibility requirements and creating a competitive project. Detailed guidance on project eligibility is found in the August 2026 Final Application Guide. A copy of the guide is available on the program website at https://www.parks.ca.gov/spp.

If the answer to any of the following questions is "No", the applicant may need to reconsider or adjust the project to meet competitive priorities.

#	Competitive Chart Questions	Page(s)	Yes	No
1	**Applicant Eligibility**: Is the applicant an eligible entity?	**1**	☒	☐
2	**Minimum and Maximum Grant Amount:** Is the grant request amount between $200,000 and $8.5 million? Does the applicant understand that funding is **not** guaranteed?	**4**	☒	☐
3	**Project site ownership, acquisition, lease, or turn-key.** • Does the applicant understand site control requirements?	**54**	☒	☐
4	***Eligible*** **Project Site**: Using the Community FactFinder, does the project site radius have: • A ratio of less than 3 acres of parkland per 1,000 residents? **OR** • A median household income below $77,067? **OR** • Project is within proximity to a climate vulnerability(ies)? ***Competitive*** **Project Site**: • Were the steps in the Community FactFinder Handbook followed for Project Selection Criteria #1, #2, and #3? Community FactFinder: Parks for All Californians: Community FactFinder Community FactFinder Handbook: FactFinder Handbook	**13–16 and 71**	☒	☐
5	**Type of Project:** Does one of the following type of project apply? Project Selection Criteria #4 • Create a new park? (10 points) • Renovate an existing park? (9 or 5 points) • Expand an existing park? (8 points)	**17–18 and 72**	☒	☐
6	**Community Based Planning with Residents**: Were 5 meetings held? Project Selection Criteria #5 A. Five meetings at convenient times near the project site, with at least two on a weekend or evening? B. Invited and involved in a broad representation of residents? C. Residents engaged to design the project concept? Photos?	**19–23 and 73–76**	☐	☒

#	Competitive Chart Questions	Page(s)		
7	**Employment or Volunteer Opportunities**: Project Selection Criteria #6 • At least 20 residents or certified Conservation Corps members will receive meaningful employment or volunteer learning opportunities? • Certified Corps Consultation Process followed?	**24–26 and 78**	☐	☒
8	**Partnerships or Committed Funding**: Project Selection Criteria #7 • Project involves three partners, including health organization? **OR** • Project involves committed funding?	**26 and 79**	☐	☒
9	**Environmental Design:** Project Selection Criteria #8 • Project will include eight techniques for conservation, or SITES or LEED certification?	**27–30 and 80–82**	☐	☒
10	**Fees and Hours of Operation:** Project Selection Criteria #9 • After completion, park will be open to public seven days a week, for at least 8 hours per day; no public use fees or fees will not deter daily access?	**31 and 84–85**	☒	☐
11	**Community Challenges, Project Benefits, and Readiness:** Project Selection Criteria #10 • Summarize community's story - challenges and project benefits	**32–33 and 85**	☐	☒
12	**Project Timeline and Applicant Capacity** • Project timeline created with input from other responsible agencies? • Project is achievable within Grant Performance Period? • Is the applicant capable of completing project on time? 30-year operation and maintenance?	**49–53**	☐	☒
13	**Grant Scope/Cost Estimate** • The deliverables will be complete and open to public before final grant payment (understanding that 20% retention of grant amount for final payment)?	**39–46**	☐	☒
14	**Funding Sources** • Grant by itself will pay for total project? Or, if other funds are needed, are the other funds committed/secured (fund raising is not needed)?	**47–48**	☒	☐
16	**Authorizing Resolution** • Applicant's governing body approved filing of the application? Reviewed grant contract provisions?	**37–38**	☐	☒
17	**Preparing Application** • Did you use instructions/Checklist on pages 8-9 to review and send the application?	**8–9**	☐	☒

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

November 3, 2026

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Eel River Trail ADA Accessible Ramp (Phase 2) – Project Update, Concrete Shrinkage Cracking, and Walkway Vehicle Access Prevention

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive a project update from GHD on the Eel River Trail ADA Accessible Ramp;
2. Provide direction on the treatment of concrete shrinkage cracking in the ramp slab (Options A–D); and
3. Provide direction on a measure to prevent vehicle access onto the ramp walkway (Option 1 or Option 2).

BACKGROUND

The Eel River Trail was built in two phases. Phase 1, funded by a Caltrans Clean California Local Grant of approximately $2.4 million and completed in September 2025, constructed 1,600 feet of Class 1 shared-use trail (about 10 feet wide with gravel shoulders) and an ADA-accessible entrance at Edwards Street. Phase 2, funded by an approximately $1.2 million California Wildlife Conservation Board grant (Agreement No. WC-2558AB), adds an accessible connection from Davis Street by way of a concrete switchback ramp. Phase 2 is on target for completion by November 15, 2026, and the contractor is working through completion and closeout items.

The ramp sits within the Eel River floodplain and was inundated during the December 22, 2025 and February 25, 2026 high-water events. Its materials (4,000 psi concrete) and structural layout were selected for periodic submergence.

Concrete shrinkage cracking. Visible cracking has developed in the new ramp slab. GHD has inspected crack locations, control joints, saw cuts, and surface conditions; reviewed the mix design and test results; and begun weekly photo documentation. GHD's preliminary conclusion is that the cracking is shrinkage-related, attributable in part to the slab being restrained between two retaining walls, and does not reflect a structural deficiency in design, materials, or construction. Four options have been developed:

Option	Description	Appearance	Cost to City
A – Do nothing	Leave cracks; standard one-year warranty from NOC applies	Cracks remain visible	None

B – Targeted treatment	Contractor treats individual cracks with proposed repair material	Repaired cracks may remain visible	None
C – Treatment + coating	Treat cracks and apply overall resurfacing product	More uniform initially; recoat in ~5–10 yrs; must tolerate submergence	TBD
D – Remove and replace	Remove and replace cracked slab areas	New slab; cracking could recur	High; TBD

Independent of the option selected, the contractor has indicated a willingness to discuss extending the contract's one-year warranty (which runs from filing of the Notice of Completion) by possibly one additional year. Duration and coverage have not been finalized; an extended warranty could accompany Option B.

Walkway vehicle access prevention. At the lower end of the ramp, the gap between the end of the handrail and the end of the curb leaves a potential point of entry for vehicles. Two options are presented:

Option	Description	Notes	Cost to City
1 – Extend handrail	Extend handrail to curb edge on both sides	Continuous barrier; not required for ADA	$3,600
2 – Bollards + rock	Two bollards at curb ends; one row of rock outside curbs	Addresses vehicle access	None

Change orders to date total $23,511.08, or 3.5% of the original construction contract, which is well within the roughly 10% combined change-order range cited in U.S. DOT guidance:

Item	Amount
Original construction contract	$680,835.70
Change Order No. 1 – Changed site condition	$7,573.52
Change Order No. 2 – Bollards and additional survey work	$10,912.47
Boulders / rip rap (approved via email)	$5,025.09
Total change orders to date (3.5% of original contract)	**$23,511.08**
Revised contract amount	**$704,346.78**

Crack Options A and B and access Option 2 carry no cost to the City. Option C would carry a cost to be determined plus a recurring recoating obligation; Option D would carry a high cost, also to be determined. Access Option 1 is estimated at $3,600; a funding source has not been identified.

Staff intends to use the remaining balance of the $1.2m grant towards the overall Eel River Trail environmental mitigation. Staff and GHD have been working with the WCB on this issue. The mitigation plantings which remove invasive species and replace them with native plantings were damaged in the 2025 and 2026 flooding events. Therefor preservation of the remaining WCB grant balance for this work should be prioritized by the Council.

ATTACHMENTS

1. GHD presentation, "Eel River ADA Accessible Ramp Update," November 3, 2026

///

Eel River ADA Accessible Ramp Update



November 3, 2026

Michelle Davidson
Steven Pearl
Rebecca Crow, PE

Eel River ADA Recreational Trail Status



Phase 1 – Completed September 2025

- Caltrans Clean California Local Grant Program funded in the amount of ~$2.4 million
- 1,600 feet of Class 1 Shared Use pedestrian and Bicycle trail
- Paved trail (~10 feet wide) with gravel shoulders
- ADA accessible access at Edwards street entrance

Phase 2 – On target to be complete by 11/15/2026

- California Wildlife Conservation Board funded ~ $1.2 million
- Davis St accessible connection through a concrete switchback-style ADA ramp
- Construction team working on project completion and close out items

Flood exposure

February 25, 2026



ADA Ramp design resiliency

Flood-prone location

- The trail is within a flood zone and is expected to be submerged periodically.
- The ramp materials and structural configuration were selected with flood resiliency in mind.

4,000 psi concrete

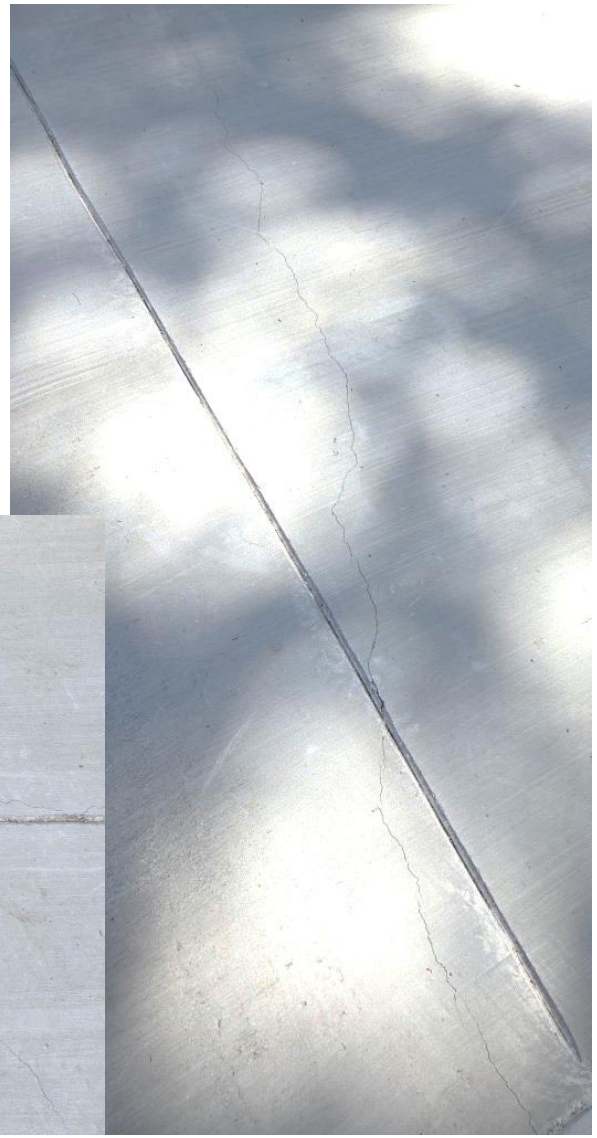
- The specified 4,000 psi concrete supports durability and resilience where the ramp may be periodically submerged.
- Concrete can develop shrinkage-related cracking even when the required strength is achieved

Rigid configuration

- The reinforced ramp slab is located between two retaining walls. This configuration can restrain normal concrete movement.
- Restraint between the walls can limit movement as concrete cures and changes volume.

Observed shrinkage cracking







Observed Condition

- Visible cracking developed in the new concrete ramp.
- Visual record of concrete condition initiated on a weekly basis.

What was checked

- Crack locations, control joints, saw cuts, and surface conditions were inspected.
- Concrete mix design and test results reviewed.

Preliminary results

- Based on observations and structural review, the shrinkage cracking is not related to a structural deficiency in design, materials, or construction.
- Several options for addressing the visible cracks have been developed for Council review.

Surface Shrinkage Cracking Treatment Options

Additional assurance
Extended warranty

The contractor has indicated willingness to discuss an extended warranty.

- Contract requires one year warranty from NOC filing.
- Possibly one additional year
- Final duration and coverage remain open
- Could accompany the targeted-treatment option

Surface Shrinkage Cracking Treatment Options

Option A
Do Nothing

- Shrinkage cracks may remain visible.
- Possible extended-warranty terms remain under discussion
- These are cosmetic shrinkage cracks and do not impact the structural integrity or the long-term performance of the ramp.

Surface Shrinkage Cracking Treatment Options

Option B
Targeted Crack Treatment

Treat individual cracks using the contractor-proposed repair material.

- Helps mitigate further crack development during freezing conditions
- Avoids coating the entire surface
- Reduces a future maintenance concern
- Repaired cracks may remain visible
- No cost to City

Surface Shrinkage Cracking Treatment Options

Option C
Targeted Shrinkage Crack Treatment Plus Coating

Treat the shrinkage cracks and apply an overall resurfacing product to create a more uniform initial appearance.

- More consistent surface appearance
- Adds a surface system
- Could become a maintenance item in approximately 5 to 10 years
- Must be considered for periodic submergence
- Additional cost to the City may apply

Surface Shrinkage Cracking Treatment Options

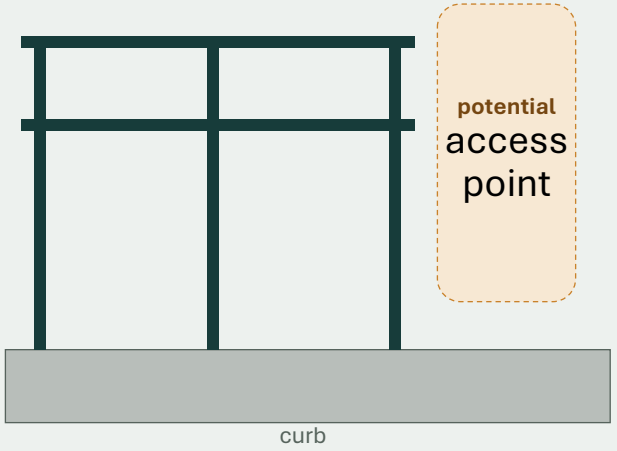
Option D
Removing and Replacing Slab

Remove and replace the slab where there are shrinkage cracks.

- High cost to City
- No guarantee that a new slab wouldn't also crack

Walkway Vehicle Access Prevention

Condition at end of curb



Conceptual diagram, not to scale



Option 1: Extend Handrail

- Extend handrail to the edge of the curb on both sides
- Estimated cost: $3,600
- Provides a continuous physical barrier
- Additional handrail is not required at this location for ADA compliance



Option 2: Bollard and Rock

- Install two yellow bollards immediately in front of the curb ends and place one row of rock outside the curbs.
- Place one row of rock along the outside of the curb, from the end of the existing handrail to the new bollard
- Addresses vehicular access onto the ramp
- No-cost alternative



Project budget snapshot

Construction contract changes

ITEM	AMOUNT
Original construction contract	$680,835.70
Change Order No. 01 – Changed site condition	+$7,573.52
Change Order No. 02 – Bollards and Additional Survey Work	+$10,912.47
Approved via email – Boulders/Rip Rap	+$5,025.09

TOTAL Change Order Cost To Date = **$23,511.08, 3.5%** of original contract

Understanding Construction Change Orders Report from the U.S. DOT:

- Design errors & omissions: 1-3%
- Owner-requested scope changes: 1-5%
- Differing/unforeseen site conditions: 1-5%
- All change orders combined: **~10%**

Council Action Requested

1) Select the requested shrinkage crack option

Option	Summary	Cost to City
A Do Nothing	Leave cosmetic shrinkage cracks visible; standard warranty remains in effect.	No additional cost
B Targeted Treatment	Treat individual cracks; cracks may remain visible.	No cost
C Treatment + Coating	Treat cracks and apply an overall resurfacing product for a more uniform appearance. Maintenance Consideration.	To be determined
D Remove and Replace	Remove and replace cracked slab areas; cracking could recur.	High cost; TBD

2) Select vehicle access option

Option	Summary	Cost to City
Extend Handrail	Extend Handrail to the curb edge on both sides.	$3,600
Bollard + Rock	Install two yellow bollards immediately in front of the curb ends and place one row of rock outside the curbs.	No cost