

# CITY OF CRESCENT CITY

Mayor Blake Inscore  
Council Member Alex Fallman  
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime  
Council Member Jason Greenough

AGENDA  
REGULAR CITY COUNCIL MEETING  
FLYNN CENTER  
981 H STREET  
CRESCENT CITY, CA 95531

**MONDAY**

**DECEMBER 17, 2018**

**6:00 P.M.**

*Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City Clerk's office at (707)464-7483 ext. 223. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II] For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: [www.crescentcity.org](http://www.crescentcity.org)*

**NOTE: THE CLOSED SESSION BEGINS AT 5:00 p.m. FOLLOWED BY THE OPEN SESSION MEETING AT 6:00 p.m.**

## **CLOSED SESSION**

Call to order  
Roll call

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

- **Conference with Legal Counsel: Existing Litigation** (Govt. Code § 54956.9(d)) 4 cases) Crescent City v. Dalton Harrington, et al. Del Norte County Superior Court Case No. CVUJ-18-1022; Crescent City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, Workers' Compensation Appeals Board of the State of California Case No. ADJ11260796 and Patrick M. Barry, Trustee of the Patrick M Barry Trust Dated October 2, 2009 v. City of Crescent City and Does 1 through 10, inclusive Del Norte County Superior Court Case No. CVW-18-1287
- **Conference with Legal Counsel: Pending Litigation** (Govt. Code § 54956.9(d)(4)) (3 cases)
- **Conference with Legal Counsel: Potential Litigation** (Govt. Code § 54956.9) Tort Claim from Roger Haynie

## OPEN SESSION

Call to order  
Roll call  
Pledge of Allegiance

## REPORT OUT OF CLOSED SESSION

### PUBLIC COMMENT PERIOD

Any member of the audience is invited to address the City Council on any matter that is within the jurisdiction of the City of Crescent City. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the Council is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Council. Any comments that are not at the microphone are out of order and will not be a part of the public record. After receiving recognition from the Mayor, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted three minutes each in which to speak on any item on the agenda prior to any action taken by the Council.

### CEREMONIAL ITEMS

#### **1. Mayor's Commendation for Eagle Scout Morgan Perry**

### REPORTS AND PRESENTATIONS - None

### CONSENT CALENDAR

#### **2. Regular Council Meeting Minutes**

- *Recommendation: Approve the November 19, 2018 regular meeting minutes and the December 3, 2018 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

#### **3. Warrant Claims List**

- *Recommendation: Receive and file the warrant claims list for the period November 24, 2018 through December 7, 2018 (Finance Director)*

#### **4. Payroll Report**

- *Recommendation: Receive and file the biweekly payroll report for the period ending December 8, 2018, paid December 14, 2018. (Finance Director)*

#### **5. Budget-to-Actual Financial Report for November 2018**

- *Recommendation: Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of November 2018. (Finance Director)*

#### **6. Stover Engineering Contract Amendment for the Sunset Circle Multi-use Trail Project**

- *Authorize the City Manager to sign Contract Amendment #001 with Stover Engineering in the amount of \$41,480 to complete the Plans, Specifications and*

*Estimate for the extra work associated with the change in trail alignment for the Sunset Circle Multi-Use Trail Project*

- *Approve Resolution No. 2018-74, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY (Public Works Director)*

#### **7. USDA Radio Grant**

- *Recommendation: Authorize the City Manager to accept USDA grant funding in the amount of \$64,500 for the procurement of new handheld and portable radios for emergency operations. (Community Development Director)*
- *Adopt Resolution 2018-73, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 18-19 BUDGET OF THE CITY OF CRESCENT CITY*

#### **8. CDBG Subrecipient Agreement with North Coast Rape Crisis Team**

- *Recommendation: Approve subrecipient agreement between the City of Crescent City and the North Coast Rape Crisis Team for sexual assault and battered/abused spouses services under the 17-CDBG-12092 Community Development Block Grant and authorize City Manager to sign the agreement. (Finance Director)*

#### **9. Amendment to CDBG Subrecipient Agreement with Family Resource Center of the Redwoods**

- *Recommendation: Approve Amendment No. 1 to CDBG subrecipient agreement between the City of Crescent City and Family Resource Center of the Redwoods for food bank services under the 16-CDBG-11136 Community Development Block Grant, and authorize City Manager to sign the amendment (Finance Director)*

#### **10. Wastewater Treatment Facility Operator Retention & Agreement for Contract Operators to Fill Short Positional Vacancies if Needed**

- *Recommendation: Adopt Resolution No. 2018-72, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING A RETENTION INCENTIVE PROGRAM FOR WWTP OPERATORS*
- *Approve and authorize the City Manager to sign a Professional Service Contract with AQUALITY Water Management, Inc. in the not-to-exceed amount of \$50,000 for on-call-as-needed wastewater treatment operations. (City Manager)*

*Take public comment on consent calendar items before adoption.*

#### **PUBLIC HEARINGS - None**

**NOTE:** If you challenge the decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. (Gov't Code § 65009)

#### **HOUSING AUTHORITY**

*No meeting due to lack of agenda items*

#### **CRESCENT CITY SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

## **OPEN SESSION**

**Call to Order**

**Roll Call**

## **COMMUNICATIONS**

***PUBLIC COMMENT PERIOD*** - Any member of the audience is invited to address the Housing Authority on any matter that is within the jurisdiction of the Crescent City Housing Authority. Comments of public interest or on matters not otherwise appearing on the agenda are accepted. Note, however, that the Authority is not able to undertake extended discussion or to act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. After receiving recognition from the Chair, please state your name for the record. Any comments that are not at the microphone will not be a part of the public record.

## **CONSENT CALENDAR**

### **11. Regular meeting minutes**

- *Recommendation: Approve the March 16, 2018 regular meeting minutes. (Board Secretary)*

### **12. Appointment of Member to Oversight Board**

- *Recommendation: Consider and adopt Resolution SA2018-04, confirming the Mayor's appointment of City Manager Eric Wier to the Oversight Board to represent the employees of the former Redevelopment Agency (Finance Director)*

### **13. Recognized Obligation Payment Schedule Pursuant to Health and Safety Code Section 34177(1) for the Period July 1, 2019 Through June 30, 2020**

- *Recommendation: Consider and adopt Resolution SA2018-05 approving a Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2019 through June 30, 2020 (Finance Director)*

**EXECUTIVE DIRECTOR'S REPORT** - None

**BUSINESS ITEMS** – None

**PUBLIC HEARING** - None

**NEW BUSINESS** - None

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY ITEMS** – Members of the Successor Agency to the Redevelopment Agency may utilize this opportunity to share concerns within the jurisdiction of the Agency, or to introduce items for consideration at a subsequent meeting.

## **ADJOURNMENT**

Adjourn the meeting to the regular scheduled meeting of January 22, 2019 at 6:00 p.m.

## **CONTINUING BUSINESS**



**14. Professional Services Agreement with Councilman-Hunsaker to Create 10-Year Master Plan for Municipal Swimming Pool**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Approve professional services agreement between the City of Crescent City and Councilman-Hunsaker to create a 10-year Master Plan for the Fred Endert Municipal Swimming Pool and authorize City Manager to sign the agreement. (Finance Director)*

**NEW BUSINESS**

**15. Budget-to-Actual Report for Fiscal Year 2017-18 (Unaudited)**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Receive and file budget-to-actual financial report of the City's major operating funds for the Fiscal Year 2017-18 (unaudited) (Finance Director)*

**16. Fire Service Related Duty Officer Stipend Increase and Budget Amendment**

- *Hear staff report*
- *Take public comment*
- *Consider and adopt Resolution No. 2018-62, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY. (Interim Fire Chief)*

**17. Consolidation of Water Systems at the Butte Court and West Park Mobile Home Parks into the Crescent City Public Water System**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Adopt Resolution No. 2018-69, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE APPLICATION FOR STATE GRANT FUNDING TO CONNECT BUTTE COURT MOBILE HOME PARK TO THE CRESCENT CITY PUBLIC WATER SYSTEM*
- *Adopt Resolution No. 2018-70, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE APPLICATION FOR STATE GRANT FUNDING TO CONNECT WEST PARK MOBILE HOME PARK TO THE CRESCENT CITY PUBLIC WATER SYSTEM (Public Works Director)*

**18. Formation of a Sister City Committee**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Approve the creation of a two-by-two joint committee with Del Norte County to maintain the Sister City relationship with Rikuzentakata, Japan*
- *Appoint two Council members to the Committee (City Manager)*

**19. Council Meeting 2019 Calendar**

- *Recommendation: Approve proposed Council meeting calendar for 2019 (City Clerk/Administrative Analyst)*

**CITY COUNCIL ITEMS**

- **Legislative Matters** – Consider miscellaneous legislative matters pertinent to the City of Crescent City. Authorize the Mayor to sign the appropriate letters and/or positions with respect to such matters.
- **City Manager Report and City Council Directives** - Pursuant to Crescent City Municipal Code § 2.08.200, the City Council may instruct the city manager on matters of importance to the administrative services of the City and provide direction with respect to subordinates of the City Manager. (Directives from individual Council Members that are not objected to by any member present shall be considered an order of the City Council.)
  - **Confirm Mayoral 2019 appointments to Boards, Commissions, and Committees**
- **Reports, Concerns, Referrals, Council travel and training reports** – In accordance with Gov't Code § 54954.2(a), City Council Members may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

**ADJOURNMENT**

**\*\*\*Adjourn to the next regular meeting of the City Council of the City of Crescent City scheduled for Monday, January 7, 2019 at 5:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.**

**POSTED:**

December 14, 2018

/s/ Robin Patch

City Clerk/Administrative Analyst

***Vision:***

The City of Crescent City will continue to stand the test of time and promote quality of life and community pride for our residents, businesses and visitors through leadership, diversity, and teamwork.

***Mission:***

The purpose of our city is to promote a high quality of life, leadership and services to the residents, businesses, and visitors we serve. The City is dedicated to providing the most efficient, innovative and economically sound municipal services building on our diverse history, culture and unique natural resources.

***Values:***

Accountability  
 Honesty & Integrity  
 Excellent Customer Service  
 Effective & Active Communication  
 Teamwork  
 Fiscally Responsible

*MAYOR'S COMMENDATION*

**Morgan James Perry**

*EAGLE SCOUT*

**WHEREAS**, Morgan Perry has shown his dedication to the interest of the entire Crescent City community through his outstanding service as a member of the Boy Scouts of America; and

**WHEREAS**, he has held various positions within the Boy Scout Troop 10 of the Grants Pass, Oregon Council in Crescent City, California; and

**WHEREAS**, Morgan has earned 24 merit badges and completed a major community service project by restoring a fire pit and barbeque grill at Lado Del Rio, a local campground used by the Boy Scouts; and

**WHEREAS**, this project was successful because he enlisted the help of fellow Scouts and other volunteers. He also made sure all of the necessary materials were procured to perform the job,

**NOW THEREFORE**, I, Mayor Blake Inscore, on behalf of the entire City Council of the City of Crescent City, City staff, and citizens of Crescent City, do hereby commend Morgan Perry for his outstanding service to the City of Crescent City and to the entire Del Norte County community. We express our respect and gratitude for your efforts restoring the fire pit and barbeque grill at Lado Del Rio campground.

MAYOR'S COMMENDATION

**Morgan James Perry**

*Eagle Scout*

*Presented this 17th day of December 2018 by the City Council of the City of Crescent City, California*

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Blake Inscore, Mayor

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Heidi Kime, Mayor Pro Tem

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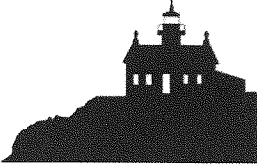
Alex Fallman, Council Member

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Jason Greenough, Council Member

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Isaiah Wright, Council Member



# CITY OF CRESCENT CITY

Mayor Blake Inscore  
Council Member Alex Fallman  
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime  
Council Member Jason Greenough

MINUTES  
REGULAR CITY COUNCIL MEETING  
FLYNN CENTER  
981 H STREET  
CRESCENT CITY, CA 95531

MONDAY

NOVEMBER 19, 2018

6:00 P.M.

## CLOSED SESSION

**Call to order** Mayor Inscore called the closed session to order at 5:01 p.m.

**Roll call** Council Members present: Mayor Blake Inscore, Mayor Pro Tem Heidi Kime, Council Member Alex Fallman, and Council Member Jason Greenough  
Council Member absent: Council Member Darrin Short  
Staff present: City Manager Eric Wier, City Attorney Martha Rice, and Community Development Director Eric Taylor

## ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel: Existing Litigation** (Govt. Code § 54956.9(d)) 3 cases) Crescent City v. Dalton Harrington, et al. Del Norte County Superior Court Case No. CVUJ-18-1022; Crescent City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020 and Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, Workers' Compensation Appeals Board of the State of California Case No. ADJ11260796
- **Conference with Legal Counsel: Pending Litigation** (Govt. Code § 54956.9(d)(4)) (3 cases)
- **Conference with Real Property Negotiators** (Gove. Code Sect. 54956.8): **Property:** APNs: 118-100-022, 118-100-015, 118-050-04 & 118-050-11 **Agency Negotiators:** Eric Wier, Martha Rice; **Negotiating parties:** City and County; **Under Negotiation:** Price and terms,

There were no members of the public present to give public comment on closed session items.

The closed session adjourned at 5:43 p.m.

## OPEN SESSION

**Call to order** Mayor Inscore called the meeting to order at 6:02 p.m.

**Roll call**

Council Members present: Mayor Inscore, Mayor Pro Tem Kime, Council Member Fallman and Council Member Greenough  
Council Member absent: Council Member Short  
Staff Members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Patch, Public Works Director Jon Olson and Police Chief Ivan Minsal

**Pledge of Allegiance** led by Mayor Inscore

**REPORT OUT OF CLOSED SESSION**

City Attorney Martha Rice reported no final actions were taken on closed session items.

**PUBLIC COMMENT PERIOD**

*The following citizen addressed the Council:*

Eileen Cooper: spoke about an evacuation route for the Harbor by use of a trail nearby.

**CEREMONIAL ITEMS**

**1. Proclamation for Worldwide Candle Lighting Program**

Mayor Inscore read aloud the proclamation and presented it to Don McArthur, of Compassionate Friends. Mr. McArthur announced a candle lighting at the middle school in Brookings on December 9<sup>th</sup>.

**REPORTS AND PRESENTATIONS - None**

**CONSENT CALENDAR**

**2. Regular Council Meeting Minutes**

- *Recommendation: Approve the November 5, 2018 regular meeting minutes of the City Council.*

**3. Warrant Claims List**

- *Recommendation: Receive and file the warrant claims list for the period October 27, 2018 through November 9, 2018*

**4. Payroll Report**

- *Recommendation: Receive and file the biweekly payroll report for the period ending November 10, 2018, paid November 16, 2018.*

**5. Budget-to-Actual Financial Report for October 2018**

- *Recommendation: Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of October 2018.*

*There were no comments from the public on the consent calendar.*



*On a motion by Council Member Greenough, seconded by Mayor Pro Tem Kime, and carried unanimously on a 4-0 polled vote with Council Member Short being absent, the City Council of the City of Crescent City adopted the consent calendar consisting of items 2-5 as presented.*

## **PUBLIC HEARINGS - None**

## **CONTINUING BUSINESS**

### **6. Sunset Circle Multi-Use Trail Scope Change**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize the City Manager to sign a letter requesting additional funding through the Del Norte Local Transportation Commission for the Sunset Circle Multi-Use Trail Scope Change*

Public Works Director Jon Olson addressed the Council and explained that there has been a change in the scope of work for the trail, therefore requiring the need to request more funds from DNLTC. The Planning Commission has already approved the plan. City Manager Wier explained how the road would be changed to a one-way road only to cut back on the land use. Mayor Inscore asked if the property owners been notified that once this is turned into a one-way road, that now all of the RVs will now be driving in front of their property. Director Olson stated that multiple meetings with property owners were held. The property owners were the one to suggest that direction and were aware of the traffic pattern it will create.

*On a motion by Council Member Fallman, seconded by Council Member Greenough, and carried unanimously on a 4-0 polled vote with Council Member Short being absent, the City Council of the City of Crescent City authorized the City Manager to sign a letter requesting additional funding through the Del Norte Local Transportation Commission for the Sunset Circle Multi-Use Trail Scope Change.*

*The following citizen spoke at public comment:*

Eileen Cooper: spoke of her appreciation of the trail at Sunset Circle asks the Council to assess the one way traffic and the RVs using it.

Mayor Inscore asked if DNLTC cannot fund this project can we do it in-house; City Manager Wier answered yes, other projects will be reprioritized.

### **7. Bank Stabilization Project for Pebble Beach Drive**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize City Manager to sign a letter requesting matching funds from the Del Norte Local Transportation Commission.*

Public Works Director Olson showed a map of the damaged area as well as a photo of what method will be used to stabilize the banks. A budget of \$3.8 million was a more realistic scope of the project in whole and the City has typically been successful obtaining this type of funding from the DNLTC. The City is requesting \$110k from DNLTC. City Manager Wier explained that the request can be done in stages if necessary. Council Member Greenough asked what the timeframe would be once funds are secured; Director Olson stated that since a Coastal development permit is required, it looks to be about 5-6 months once there is 30% plan set. Mayor Inscore asked if the majority of the funds were on construction is this why there is an increase; Director Olson stated that the unit prices were increased for the items. City Manager Wier

explained that not only the unit prices increase, but also the amount of time required to go through the process. Mayor Inscore asked for City Manager Wier's letter to be revised to reflect this current request, not the one back in March. City Manager Wier concurred.

*On a motion by Council Member Greenough, seconded by Council Member Fallman, and carried unanimously on a 4-0 polled vote with Council Member Short being absent, the City Council of the City of Crescent City authorized the City Manager to sign a letter requesting matching funds from the Del Norte Local Transportation Commission.*

## **8. Municipal Services Review**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Review and comment on the draft City of Crescent City's Municipal Service Review & Sphere of Influence Update*
- *Direct staff to forward any comments to the Del Norte Local Agency Foundation Commission for adoption.*

Executive Officer George Williamson gave a detailed review of what was presented at the last Council meeting. Mayor Inscore stated that under water distribution the paragraph reads "after treatment the water enters the Ranney collector", he asks for the report to be corrected as this step is backwards in the water treatment process. Mr. Williamson showed a detailed map of the City's Sphere of Influence (SOI) and explained what key areas would stay in the SOI. The suggestion was to exclude the resource lands and the rural residential area that is to the north of the resource lands, which is about 3,000 acres (25% of the SOI). Council Member Greenough disagrees with the reduction of the SOI north of the resource service lands. Mr. Williamson said that the demand for services is not found in the area that is being suggested to be removed from the SOI and it is outside of the City's planning area. Mayor Inscore is supportive of the removal of the resource area, and the likelihood of annexing in that rural residential area is not likely, however, there may be a possibility of annexation in the future if there was development there. Mayor Inscore went on to state there is already a large portion of Del Norte County land that cannot be developed, if we already have that area as a development possibility, it makes sense to keep it within the SOI. Mr. Williamson agreed with the comments from the Council and will take a fresh look at that area for growth potential, he also suggested taking another look at the City's planning area at a later date. He further stated he is available to do a workshop on annexation for the Council if they were in consensus to do so. The Council was in consensus to have a workshop in the future on annexation. City Manager Wier asked for Mr. Williamson to provide him with an update before the December 3<sup>rd</sup> Council meeting.

*The following citizen spoke at public comment:*

Eileen Cooper: agrees with the proposal of reducing the current SOI.

## **NEW BUSINESS**

### **9. Ninth Circuit Court of Appeals decision regarding the *Martin v. City of Boise*, Case No. 15-35845**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Discussion; Provide direction to staff as appropriate and necessary.*

City Manager Wier explained the placement of this item on the agenda was so the Council could discuss it in detail as the previous Council meeting allowed only for a City Manager update. City Attorney Rice gave a short synopsis of the case at hand. Camping ordinances and public

nuisance ordinances could not be enforced if the community that had them in place did not have a homeless shelter as you cannot criminalize sitting, laying or sleeping. The complaints coming from the public are those that are not within those categories. Council Member Fallman asked if a time frame can be established for how long someone can “sleep, lay, or sit” in an area; City Attorney Rice stated these are things staff is reviewing. Council Member Greenough asked “rest like everyone else” is broad, what does this mean – I can’t go down to the park and sit like that for days on end and not get fined; City Attorney Rice explained the camping ordinance and further stated it is not unlawful to have a tent erected. City Manager Wier stated that residents, Council, and City staff are all concerned with this topic. CCPD has done a great job handling this matter. City staff is hoping to bring something before the Council at the beginning of the year. Due to the actions our CCPD have taken, there is an open dialogue with those staying in the park and there is an understanding the area must stay clean. Council Member Fallman asked about adjusting the times that the bathrooms in the park are open; City Manager Wier stated that currently the park hours are dawn to dusk. The concern with leaving them open is not only vandalism, but safety issues, cleaning is another matter – once they are cleaned, they are locked so they are ready for the next day.

*The following citizens spoke at public comment:*

Mike Thornton, True North Organizing Network: commends local law enforcement for the way things have been handled and the Council for addressing ending homelessness at a prior Council meeting. Spoke about bathroom access and it could become a public health issue that if there is none.

Mike Thompkins, City resident: appreciates the relationship that the Police Chief and Sheriff are creating with the homeless community as this is how it will be resolved. Encourages the Council to have a bathroom facility available for the sake of public health.

Eileen Cooper: thanked City Attorney Rice for clarifying the ruling. Asked for a certain area to be designated for camping with bathrooms; suggested the McCarthy Center area.

Mayor Inscore spoke to the fact that in designating certain areas, you have to take into consideration who owns the area as well as it does not resolve the matter. He further stated that in revising the current camping ordinance, there will be clarifications to the definition of camping and times for use of the park. He expressed his concern about having unlimited access to the bathroom and stated that no one is required to stay in that specific area, they have chosen to be there. This has not been a problem until after the 9<sup>th</sup> Circuit Court ruling. Spoke in support of extending the hours for the bathrooms to be open, but not unlimited access. The bathrooms will need to be cleaned daily, therefore staffing issues will have to be evaluated. Council Member Greenough is not in support of 24-hour bathrooms and is concerned with opening the City up to potential liability. Spoke in opposition to the allowance of a temporary structure being erected for an extended period of time. Council Member Fallman agreed with keeping the bathrooms open for a bit longer. Mayor Pro Tem Kime spoke to businesses downtown being directly impacted by the homeless who are sleeping there; thanked Crescent City Police for all of their work. What needs to be addressed is why someone is homeless; is open to having the restrooms open for a little bit longer, however is concerned with the drug use in the area therefore keeping the bathrooms open all night is a safety concern. Council Member Fallman said that anyone within the City limits is the Council’s responsibility and concern. Desires Crescent City to be a place where people feel like when they come here, they will be cared for.

Mike Thornton: spoke to “deserving homeless” and “undeserving homeless” and how a priest in Brookings stated that all should be deserving and that should not be distinguished.

Mayor Inscore stated that this is a trying time to manage tourism and the people sleeping in the park. We do not have the ability to finance ending homelessness in Crescent City; partnerships are needed. Mayor Inscore asked City Manager Wier if it was possible to have the bathrooms cleaned at 10pm? City Manager Wier stated yes, those options have been reviewed but due to a safety issue, it will require CCPD to be there during those times. Chief Minsal spoke on the matter and committed to having law enforcement present as a standby while the bathrooms get cleaned. Chief Minsal gave the Council an update of the homeless camp at Beachfront Park. The Council was in consensus to have the two bathrooms near the Wastewater Treatment Plant to be open from 6am – 10pm by the WWTP operators.

*The following citizen spoke at public comment:*

Eileen Cooper: thanked the Council for keeping the bathrooms open longer.

### **CITY COUNCIL ITEMS**

- **Legislative Matters – None**
- **City Manager Report and City Council Directives –**
  - City Manager Wier reported to the Council that the election as not certified in time for this agenda, therefore Oaths of Office will be on the December 3<sup>rd</sup> agenda.
  - The swimming pool master plan is coming together; the swim camp has full registration – 2 days of sign ups saw 60 spaces being filled.
  - December 1<sup>st</sup> will have a community get together to decorate the Clock Tower area, weather permitting, and December 7<sup>th</sup> will be the Christmas Light Parade.
- **Reports, Concerns, Referrals, Council travel and training reports –**

Council Member Greenough: Last Chance Grade Stakeholders meeting met for 5 hours, there will be 6 – 8 wells drilled. Said a support letter for the environmental to be fully funded in March will be requested of the City.

Mayor Pro Tem Kime: Contour Airlines has changed their website to allow for different flights to be selected.

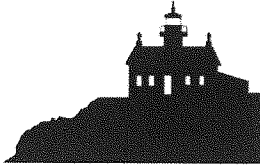
### **ADJOURNMENT**

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 8:18 p.m. to the next regular meeting of the City Council of the City of Crescent City scheduled for Monday, December 3, 2018 at 5:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

### **ATTEST:**

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Robin Patch  
City Clerk/Administrative Analyst



# CITY OF CRESCENT CITY

Mayor Blake Inscore  
Council Member Alex Fallman  
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime  
Council Member Jason Greenough

MINUTES  
REGULAR CITY COUNCIL MEETING  
FLYNN CENTER  
981 H STREET  
CRESCENT CITY, CA 95531

MONDAY

DECEMBER 3, 2018

6:00 P.M.

**\*\*Due to no items to discuss, there will not be a closed session\*\***

## OPEN SESSION

**Call to order** Mayor Blake Inscore called the meeting to order at 6:00 p.m.

**Roll call** Council Members present: Mayor Blake Inscore, Mayor Pro Tem Heidi Kime, Council Member Alex Fallman, Council Member Jason Greenough, Council Member Darrin Short, and Council Member-elect Isaiah Wright  
Staff present: City Manager Eric Wier, City Attorney Martha Rice, Human Resources Administrator Sunny Valero, City Clerk/Administrative Analyst Robin Patch, Housing Authority Executive Director Megan Miller, Public Works Director Jon Olson, Utilities Manager Tom Romesberg, Finance Director Linda Leaver, Pool Manager Matt Hildebrandt, Community Development Director Eric Taylor, Fire Chief Bill Gillespie, and Police Chief Ivan Minsal

**Pledge of Allegiance** led by Council Member Fallman

## PUBLIC COMMENT PERIOD

*There were no public comments.*

## ELECTION RESULTS

### 1. Certification of Election Results

- *Recommendation: Hear staff report*
- *Take public comment*
- *Adopt Resolution No. 2018-68, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA, CERTIFYING THE RESULTS OF THE NOVEMBER 6, 2018 CITY OF CRESCENT CITY ELECTION WHICH WAS CONSOLIDATED WITH THE NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION. (City Clerk/Administrative Analyst)*

City Clerk/Administrative Analyst Robin Patch reported to the Council the election results and the process it took to get certified.

*On a motion by Mayor Pro Tem Kime, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution No. 2018-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA, CERTIFYING THE RESULTS OF THE NOVEMBER 6, 2018 CITY OF CRESCENT CITY ELECTION WHICH WAS CONSOLIDATED WITH THE NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION.*

Mayor Inscore asked the Council to add a closed session to the end of this meeting for a matter that came after the posting of the agenda.

On a motion by Mayor Inscore, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved adding a closed session at the end of the meeting.

## **2. Recognition of Outgoing Council Member**

- *Recommendation: Recognize outgoing Council Member Darrin Short (City Manager)*

Mayor Inscore presented plaque to outgoing Council Member Darrin Short, thanking him for his work with the City. Council Member Short thanked the Council and staff and expressed his gratefulness and appreciation of his time on the City Council.

## **3. Installation of New Council Members**

- *Recommendation: Administer Oaths of Office to returning Council Member Blake Inscore and new Council Member Isaiah Wright. (City Clerk/Administrative Analyst)*

City Clerk/Administrative Analyst Patch administered the Oaths of Office for Council Member Blake Inscore and Council Member Isaiah Wright.

## **CEREMONIAL ITEMS**

### **4. Presentation of Retirement Plaque and proclamation for Fire Chief Steve Wakefield (City Manager)**

Mayor Inscore read aloud the proclamation for Fire Chief Steve Wakefield declaring December 3<sup>rd</sup> 2018 as Fire Chief Steve Wakefield Day.

City Manager Wier said that Fire Chief Wakefield lives by his personal motto "Service Upon Self" and that you couldn't work with or for a better person.

Chief Minsal spoke directly to Fire Chief Wakefield and he was one of the first people he met when he moved here. True professional, excellent Administrator, and a great man.

Del Norte County Sheriff's Commander/Firefighter Bill Steven stated that not only did Fire Chief Wakefield do a lot of work with the fire department, he also assisted law enforcement.

Del Norte County Administrative Officer Jay Sarina spoke about being a part of the Office of Emergency Services, Chief Wakefield trained him and he will never forget his voice of reason and calmness. Thanked both Debra and Steve for their years of service to the community.



Fire Captain Darrin Short stated that for Chief Wakefield being a Fire Chief for 23 years, that meant he answered every single call. Lately on average, that meant 1500 calls per year. Cannot say enough about Steve's leadership and the blending together of two departments. Further stating "we worked under a "living legend" "

Housing Authority Executive Director Megan Miller spoke about Chief Wakefield being the kindest person she has ever known and appreciated having been able to work with him.

Council Member Fallman spoke to the fact that there are a few names you hear often and Wakefield is one of those names; thanked him for his service to the City. Mayor Pro Tem Kime spoke about his guidance when she was opening up her business and that she truly realized how much he worked once she became a Council Member. In response to the accolades, Chief Wakefield pointed to all of the firefighters in the room and said they all came with him on each call. Council Member Greenough expressed this thankfulness for Chief Wakefield's dedication and work with the City. Mayor Inscore said one thing he remembers Steve saying to him: "I think you were elected because people think you are basically honest, if you prove them right, you'll do alright"; this shaped his time on the Council.

Mayor Inscore asked for Council consensus asked for a resolution to make December 3<sup>rd</sup> "Service Above Self Day" to recognize Fire Chief Wakefield's contribution to this community. The Council was in consensus.

Chief Wakefield said this is not a one man show, this is a lot of people that did the work with him. He wanted to recognize his mother as it is her 94<sup>th</sup> birthday; Chief Wakefield introduced each member of his family.

*\*\*\*Mayor Inscore called a five-minute recess at 6:36 p.m.\*\*\**

*\*\*\*Mayor Inscore called the meeting back to order at 6:49p.m.\*\*\**

## **REPORTS AND PRESENTATIONS - None**

### **CONSENT CALENDAR**

#### **5. Regular Council Meeting Minutes**

- *Recommendation: Approve the November 19, 2018 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

#### **6. Warrant Claims List**

- *Recommendation: Receive and file the warrant claims list for the period November 10, 2018 through November 23, 2018 (Finance Director)*

#### **7. Payroll Report**

- *Recommendation: Receive and file the biweekly payroll report for the period ending November 24, 2018, paid November 30, 2018. (Finance Director)*

Mayor Inscore asked for item 5 to be pulled from the consent calendar.

*On a motion by Council Member Fallman, seconded by Mayor Pro Tem Kime, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted the consent calendar consisting of items 6 & 7 as presented.*

Regarding the minutes, Mayor Inscore explained that due to the length of the discussion from the MSR and SOI item, he would like more detail added. He asked the Council to table the adoption of the minutes until the December 17, 2018 Council meeting.

*On a motion by Council Member Fallman, seconded by Council Member Greenough, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City tabled item 5.*

*Council Member amended his motion to read the minutes will be continued at the next Council meeting with the corrections/additions as requested, seconded by Council Member Greenough and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City amended aforementioned motion.*

*There were no public comments on the consent calendar.*

### **PUBLIC HEARINGS - None**

NOTE: If you challenge the decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. (Gov't Code § 65009)

### **CONTINUING BUSINESS - None**

### **NEW BUSINESS**

#### **8. Request for Proposals (RFP) for Contract Operation of Wastewater Treatment Facility and Laboratory**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Direct staff to release request for proposals for third party operation of Wastewater Treatment Facility and laboratory. (City Engineer/Public Works Director)*

City Manager Wier explained that this position requires a lot of training and experience. The idea of doing contract operations came to the forefront when the City of Brookings went in this direction and it has been successful. This is the City asking, "what is the most efficient way to operate the WWTP", this is not solely about money, this will be looking into details of what the company that responds will do for this asset – this will be a complete evaluation. An employee retention plan will be included to ensure this company will not have constant turn over, asset management plan will also be included, operational management plan to ensure a sustainable level of service, as well as a staff plan. The proposals will go out immediately – a mandatory job walk will occur. Jan 25<sup>th</sup> is the deadline for the proposals to be returned. WWTP staff are doing a great job, this is to look at how to best operate the plant; it is very common for employees to be retained by the company that takes over. The City will also require a 12-month transition plan for all employees. Council Member Fallman appreciates the 12 month transition plan – concerned with timeline with the holidays. City Manager Wier explained that the Council can direct to extend this time, companies can also ask for additional time. Council Member Fallman asked how the proposal is put out; City Manager Wier explained that there is a list of registered contract WWTP companies that the state puts out; it goes there and on the website, there are also consultant websites to use, as well as companies known to the City that perform this operation. Mayor Pro Tem Kime asked if grants used for CIPs still be applied for and obtained? City Manager Wier answered in the affirmative; the City will still own the facility so will be able to continue to obtain/apply for grants.

*No public comments.*

Mayor Inscore stated that there will be a meeting on January 22<sup>nd</sup> in case an extension is required.

There was consensus of the Council to release the request for proposals for third party operation of WWTF.

**9. Agreement Between the County of Del Norte and the City of Crescent City for Administration of City Swim Camp**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize the City Manager to sign MOA with the County of Del Norte for staffing support of the Crescent City Swim Camp. (Pool Manager/City Manager)*

City Manager Wier stated that this took community cooperation to make it work and was from an idea of Pool Manager Matt Hildebrandt. The City entered into a contract with Building Healthy Communities for funding to put together a swim camp. The City had the expertise of aquatics and the County had the expertise to run a children's camp. Half of the time will be in the water, half of the time will be out of the water learning safety, etc. All 60 spots have been filled and there are continual requests to place more participants in the program. Mayor Pro Tem Kime stated she was impressed with it getting sold out in 48 hours and the partnership with the County. Council Member Greenough said it is a great opportunity to use the asset we have in the pool. Council Member Wright stated his students go to the pool, the more time we can have it used, the better. Pool Manager Matt Hildebrandt stated that the plans are going well.

*On a motion by Council Member Fallman, seconded by Mayor Pro Tem Kime and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City authorized the City Manager to sign MOA with the County of Del Norte for staffing support of the Crescent City Swim Camp.*

**10. Approval of Placement of Tile Murals to the Retaining Wall at the Cultural Center and City Sponsorship of Four Murals**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Consider and approve the request from Piece by Piece Pottery to affix eight 30" x 46" tile murals, as approved by the Architectural Review Committee on November 8, 2018, to the of the retaining wall located at 1001 Front Street (Cultural Center); approve the City's sponsorship of two murals in the first phase and two murals in the second phase of the project.*
- *Adopt Budget Amendment Resolution No. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY. (Community Development Director)*

City Manager Wier asked for the request to be changed from 8 murals to 10. The California Redwoods Art Association has agreed to fund 2, the ask is to have the City fund 2. If the Council agrees to fund, the City can look for more partnerships for funding. Mayor Inscore said that the Planning Commission didn't want any duplicates, if there are 10 being requested, will this have to go before the Planning Commission for further review. The location for the murals will be the retaining wall at the Cultural Center, located at 1001 Front Street. For the second phase of the project, which would be two additional murals, Piece by Piece Pottery will need to have at least three more mural designs approved by the Planning Commission.

Harley Munger, of Piece by Piece Pottery, stated that Piper and Athena are the artists of the murals proposed, they are present along with the Principal of the school, Tony Fabricus. A PowerPoint presentation was given that showed the designs as well as the proposed location. Mayor Inscore asked if the bench would need to be moved; Mr. Munger answered in the affirmative. Mayor Inscore asked what the plan for removal was; City Manager Wier reported that the family would be contacted to find a different place to put the memorial bench.

Athena, student at McCarthy Center, said her Art Teacher encouraged her to be a part of this project. Great journey and a joy relearning pottery. Chose hummingbird in memory of her grandfather who loved the bird and had a lot of hummingbird feeders. She has grown up here and appreciates being given the opportunity to leave her mark on the community.

Mayor Pro Tem Kime spoke about loving the bringing together of Front St and the Downtown area as well as appreciating art in public places. Discussion regarding raising funding and having the community be involved for providing donations was held at a Council level.

*On a motion by Council Member Fallman, seconded by Council Member Greenough, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved Resolution No. 2018-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY.*

*On a motion by Mayor Pro Tem Kime, seconded by Council Member Fallman and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved the request from Piece by Piece Pottery to affix eight 30" x 46" tile murals, as approved by the Architectural Review Committee on November 8, 2018, to the of the retaining wall located at 1001 Front Street (Cultural Center); approve the City's sponsorship of two murals in the first phase and two murals in the second phase of the project.*

#### **11. Camp Host Volunteer Agreement**

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize the City Manager to sign an agreement for an additional camp host at Shoreline RV Park. (Human Resources Administrator/Community Development Director)*

Human Resources Administrator Sunny Valero reported to the Council that due to Mr. Blasingame's untimely passing, the City has opened up recruitment for a Volunteer Camp Host. She went over the recruiting process the City went through to find the candidate. Randy McPherson was interviewed and found to be the best candidate for the position. He will take 20-24 hours a week in exchange for a campsite – this will allow Mrs. Blasingame some time off as well as help with the workload.

*On a motion by Council Member Fallman, seconded by Council Member Greenough, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City authorized the City Manager to sign an agreement for an additional camp host at Shoreline RV Park.*

## 12. City of Crescent City Municipal Service Review and Sphere of Influence Update (City Manager)

City Manager Wier gave an update to the Council that the discussion at the last Council meeting was the northern portion of the SOI – the natural resource area was the crux of the discussion. Mr. Williamson said that he would review the area and come back with a recommendation. Since we currently service this area, he recommends retaining this portion of the SOI. Mayor Pro Tem Kime stated that this allows the City to have more growth and is a good idea. Council Member Fallman appreciated that 7 & 9 on the map is consistent.

*The following citizen addressed the Council:*

Eileen Cooper: said area 6 does not seem appropriate as it is isolated and is far away from the center of the urban boundary. It is a smart vision to have the services district close to the urban boundary.

## 13. Selection of Mayor and Mayor Pro Tempore

- *Recommendation: Hear staff report*
- *Take public comment*
- *Select a new Mayor and Mayor Pro Tempore for the 2018-2019 year. (City Clerk/Administrative Analyst)*

*On a motion by Council Member Greenough, seconded by Council Member Wright and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City appointed Blake Inscore as Mayor for the 2018-2019 year.*

*On a motion by Council Member Fallman, seconded by Council Member Wright and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City appointed Heidi Kime as Mayor Pro Tem for the 2018-2019 year.*

Rachel Kemper – asks the City to donate 12 2 square foot piece of land for wind turbines to help with global warming.

## CITY COUNCIL ITEMS

- **Legislative Matters – None**
- **City Manager Report and City Council Directives –**
  - City Manager Wier reported that volunteers decorated the Downtown for the annual tree lighting and the annual Light Parade is this Friday and the City will be represented by staff as well having a float.
- **Reports, Concerns, Referrals, Council travel and training reports –**
  - Council Member Fallman: asked to consider the office of Mayor being for two years instead of one; walked in the Veterans Day Parade. *City Manager Wier asked for Council consensus for staff to look into the term of the Mayor; Council Member Greenough doesn't feel it should be looked into, annual selection is sufficient.*
  - Council Member Wright – thankful for being a part of the Council
  - Mayor Inscore – will be in Salem for the Light Parade and stated that the City will have a float in the parade.

## **ADJOURNMENT**

*There were no public comments on the closed session item: Discussion with Labor Negotiator.*

There being no further business to come before the City Council, Mayor Inscore adjourned the meeting at 7:42 p.m. to the closed session.

The closed session adjourned at 8:31 p.m. to the next regular meeting of the City Council of the City of Crescent City scheduled for Monday, December 17, 2018 at 5:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

## **ATTEST:**

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Robin Patch  
City Clerk/Administrative Analyst

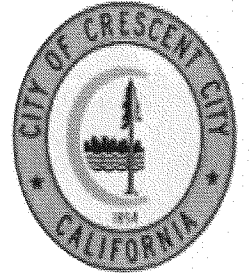


# Accounts Payable

## Checks by Date - Summary by Check Number

User: crawlings  
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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	PERS1	Public Emp Retirement Sys	12/05/2018	0.00	59,824.15
ACH	EDDTAX	State of California EDD TAX Auto Pay	12/03/2018	0.00	7,020.71
ACH	FITTAX	FIT Payroll Taxes Auto Pay	12/03/2018	0.00	24,652.33
ACH	PERS2	Public Emp Retirement Sys	12/03/2018	0.00	29,916.50
432670	ROOKRy	Ryan Rook	11/29/2018	0.00	42.06
432671	ALLCRE	All Creatures Animal	11/30/2018	0.00	619.27
432672	AUTOZONE	Auto Zone	11/30/2018	0.00	27.29
432673	BARLOW	Bill Barlow	11/30/2018	0.00	32.35
432674	BATTSYS	Battery Systems	11/30/2018	0.00	363.49
432675	ROBERTBL	Black & Rice, LLP	11/30/2018	0.00	5,775.00
432676	BLARAE	Rae Blasingame	11/30/2018	0.00	1,500.00
432677	CRENNE	C Renner Petroleum Inc	11/30/2018	0.00	1,343.39
432678	UB*04685	SARAH CARON	11/30/2018	0.00	151.41
432679	UB*04550	KEILA CAUBLE	11/30/2018	0.00	146.36
432680	CHARTEC	Charter Communication Inc	11/30/2018	0.00	560.36
432681	CACEHA	Crescent Ace Hardware	11/30/2018	0.00	2,138.53
432682	CURRYE	Curry Equipment	11/30/2018	0.00	203.19
432683	DNCOC2	D N Co Dept Inform Tech	11/30/2018	0.00	46.62
432684	DNCOEN	D N Co Engineering	11/30/2018	0.00	2,591.12
432685	DNCORO	D N Co Road Dept	11/30/2018	0.00	8,734.90
432686	DNCOSH	D N Co Sheriffs Office	11/30/2018	0.00	23,708.00
432687	DNCOUN	D N Co Unified School Dst	11/30/2018	0.00	4,941.65
432688	UB*04688	DELFIN DASILVA	11/30/2018	0.00	95.80
432689	DAYWIR	Day Wireless Systems Inc	11/30/2018	0.00	585.00
432690	DNFSC	Del Norte Fire Safe Council	11/30/2018	0.00	500.00
432691	DNOFFI	Del Norte Office Supply	11/30/2018	0.00	573.85
432692	DNSOLI	Del Norte Solid Waste	11/30/2018	0.00	738.08
432693	ENGLUN	Englund Marine Supply Co.	11/30/2018	0.00	289.23
432694	FAMILYRE	Family Resource Center of the Redwoods	11/30/2018	0.00	16,115.50
432695	FASTENAL	Fastenal Company	11/30/2018	0.00	362.93
432696	FRESWATE	Freshwater Environmental Services	11/30/2018	0.00	2,745.00
432697	VERIZO2	Frontier	11/30/2018	0.00	703.70
432698	GEORGE	George's Auto & Diesel	11/30/2018	0.00	54.93
432699	GILLESPI	Bill Gillespie	11/30/2018	0.00	264.14
432700	UB*04684	KURT HART	11/30/2018	0.00	40.00
432701	HILDEB	Matt Hildebrandt	11/30/2018	0.00	106.37
432702	Home Dep	Home Depot Credit Services	11/30/2018	0.00	2,134.58
432703	INDEPE	Independent Business Forms, In	11/30/2018	0.00	128.20
432704	INDUSTE	Industrial Electric Arcata Inc	11/30/2018	0.00	3,834.63
432705	UB*04691	JOHN INMAN	11/30/2018	0.00	171.09
432706	ENVLARSO	Zack Larson & Associates	11/30/2018	0.00	2,500.00
432707	LEAVERL	Linda Leaver	11/30/2018	0.00	30.60
432708	UB*04689	ADREANA LEON	11/30/2018	0.00	59.24
432709	LESSCH	Les Schwab Tire Co	11/30/2018	0.00	294.42
432710	LEXISNEX	Lexis Nexis Risk Solutions	11/30/2018	0.00	50.00
432711	LOPEZA	Anthony Lopez	11/30/2018	0.00	207.20
432712	UB*04690	RAJA MEHTA	11/30/2018	0.00	169.00

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
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432714	MINSAL	Ivan Minsal	11/30/2018	0.00	207.20
432715	MISSIO	Mission Uniform & Linen	11/30/2018	0.00	326.92
432716	101	National Auto Parts Warehouse	11/30/2018	0.00	682.60
432717	NCCENT	North Central Laboratories	11/30/2018	0.00	5,222.90
432718	NCLAB	North Coast Laboratories	11/30/2018	0.00	3,572.00
432719	OFFICEDE	Office Depot	11/30/2018	0.00	100.95
432720	OTIS E	Otis Elevator Company Inc	11/30/2018	0.00	325.84
432721	PATCHROB	Robin Patch	11/30/2018	0.00	167.01
432722	PEREIRAC	Christina Pereira	11/30/2018	0.00	52.80
432723	PINCEN	Pin Center	11/30/2018	0.00	452.00
432724	PITNEY	Pitney Bowes Inc	11/30/2018	0.00	254.97
432725	RAYMOR	Ray Morgan Company	11/30/2018	0.00	186.74
432726	RKI	RKI Instruments, Inc.	11/30/2018	0.00	229.89
432727	ROSCOE&A	Roscoe & Associates	11/30/2018	0.00	5,843.00
432728	UB*04686	JOSEPH ROSS	11/30/2018	0.00	54.23
432729	ZCAWTR1	St Wtr Resource Cntrl Brd	11/30/2018	0.00	55.00
432730	STOVER	Stover Engineering	11/30/2018	0.00	30.00
432731	STREM	Stremberg Realty	11/30/2018	0.00	600.00
432732	CHAMPI1	Susan Tagudin-Root	11/30/2018	0.00	20.00
432733	TAYLORE	Eric Taylor	11/30/2018	0.00	207.00
432734	UB*04687	REGINA THILL	11/30/2018	0.00	178.65
432735	THRIFT	Thrifty Supply	11/30/2018	0.00	146.27
432736	TIDEWA	Tidewater Contractors Inc	11/30/2018	0.00	1,032.00
432737	CALCARDS	US Bank Corporate Pmt Systems	11/30/2018	0.00	4,160.33
432738	WILSONE	Ed Wilson	11/30/2018	0.00	22.95
432739	WRIGHTJA	James Wright	11/30/2018	0.00	261.45
432740	ICMARE	Icma Retirement Trust-457	12/03/2018	0.00	1,966.72
432741	IRS	Department of the Treasury Internal Reven	12/03/2018	0.00	73.50
432742	AMFAM	American Family Life	12/05/2018	0.00	2,239.96
432743	AMLIF	Ameritas Life Ins. Corp.	12/05/2018	0.00	5,034.24
432744	CLEA	California Law Enforcement Association	12/05/2018	0.00	245.00
432745	ZCAFIREF	California State Firefighter's Association	12/05/2018	0.00	4,320.00
432746	MYERSS	Myers-Stevens & Toohey Co, Inc	12/05/2018	0.00	4,381.00
432747	PARS	PARS, Public Agency Retirement	12/05/2018	0.00	300.00
432748	REDWMO	Redwood Medical Offices	12/05/2018	0.00	194.00
432749	STANDAI	Standard Insurance Co	12/05/2018	0.00	2,353.51
432750	VISION	Vision Service Plan	12/05/2018	0.00	1,188.45
432751	UB*04693	KATHLEEN BATES	12/07/2018	0.00	78.74
432752	BATTSYS	Battery Systems	12/07/2018	0.00	105.60
432753	ZCDTFA	CDTFA	12/07/2018	0.00	414.07
432754	CREATIVP	Creative Product Source, Inc.	12/07/2018	0.00	196.53
432755	DNOFFI	Del Norte Office Supply	12/07/2018	0.00	770.21
432756	EUREKAO	Eureka Oxygen Co.	12/07/2018	0.00	104.41
432757	FASTENAL	Fastenal Company	12/07/2018	0.00	172.32
432758	UB*04694	JOSE GONZALEZ	12/07/2018	0.00	41.79
432759	UB*04692	SHERRY HERTZ	12/07/2018	0.00	164.37
432760	MEYERSPO	Bradley Meyers	12/07/2018	0.00	600.00
432761	101	National Auto Parts Warehouse	12/07/2018	0.00	75.72
432762	OFFICEDE	Office Depot	12/07/2018	0.00	106.18
432763	PACPOW	Pacific Power	12/07/2018	0.00	50,557.67
432764	QUILLC	Quill Corporation	12/07/2018	0.00	63.83
432765	DNDISP	Recology Del Norte	12/07/2018	0.00	706.30
432766	ZCAWTR1	St Wtr Resource Cntrl Brd	12/07/2018	0.00	90.00
432767	ZCADSA	State of California - Div of the State Archit	12/07/2018	0.00	228.40
432768	CALCARDS	US Bank Corporate Pmt Systems	12/07/2018	0.00	3,593.85
432769	WOODJESS	Jesse Wood	12/07/2018	0.00	190.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (104 checks):				0.00	312,643.67

# Accounts Payable

## 11-24-18 to 12-7-18 Council



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0	12/03/2018	610-000-2189-0000C	PR Batch 00003.11.2018 Federal Income Tax	19,256.23	no
0	12/03/2018	610-000-2188-0000C	PR Batch 00003.11.2018 Medicare Employee Portion	2,698.05	no
0	12/03/2018	610-000-2188-0000C	PR Batch 00003.11.2018 Medicare Employer Portion	2,698.05	no
0	12/03/2018	610-000-2187-0000C	PR Batch 00003.11.2018 EE Contribution	12,987.16	no
0	12/03/2018	610-000-2187-0000C	PR Batch 00003.11.2018 ER Contribution	16,458.39	no
0	12/03/2018	610-000-2187-0000C	PR Batch 00003.11.2018 Service Credit Purchase	414.18	no
0	12/03/2018	610-000-2187-0000C	PR Batch 00003.11.2018 Survivor Benefit	56.77	no
0	12/05/2018	610-000-2173-0000C	Dec 18 Premiums	53,128.37	no
0	12/05/2018	001-470-4125-0000C	Dec 18 Premiums-Morelos	813.96	no
0	12/05/2018	630-000-4125-0000C	Dec 18 Retiree Premiums	5,732.00	no
0	12/05/2018	630-000-4125-0000C	Dec 18 Retiree Admin Fees	25.75	no
0	12/05/2018	001-470-4125-0000C	Dec 18 Admin Fees	124.07	no
432670	11/29/2018	610-000-2111-0000C	Replaces PR Ck#107362, dated6/6/14 (lost check request)	42.06	no
432671	11/30/2018	001-240-4380-0000C	Medical care as needed for K9- Django	619.27	no
432672	11/30/2018	001-230-4391-0000C	Battery charger #5177	47.29	no
432672	11/30/2018	001-240-4391-0000C	CREDIT: refrigerant #66	-20.00	no
432673	11/30/2018	001-230-4530-0000C	Nat'l Fire Academy: meals, 9/5-15/18 (REMAINDER)	32.35	no
432674	11/30/2018	001-230-4391-0000C	New batteries for #5111	363.49	no
432675	11/30/2018	001-130-4410-0000C	LEGAL SERVICES: OCT 2018- AGENDA/COUNCIL/STAFF MEETIN	717.50	no
432675	11/30/2018	413-130-4410-0000C	LEGAL SERVICES: OCT 2018- AGENDA/COUNCIL/STAFF MEETIN	717.50	no
432675	11/30/2018	419-130-4410-0000C	LEGAL SERVICES: OCT 2018- AGENDA/COUNCIL/STAFF MEETIN	717.50	no
432675	11/30/2018	001-251-4410-0017C	LEGAL SERVICES: OCT 2018- 176 W 3RD ST	39.00	no
432675	11/30/2018	001-130-4410-0000C	LEGAL SERVICES: OCT 2018- GENERAL	3,030.00	no
432675	11/30/2018	413-130-4410-0000C	LEGAL SERVICES: OCT 2018- SEWER	512.50	no
432675	11/30/2018	001-130-4410-0000C	LEGAL SERVICES: OCT 2018- SUCCESSOR AGENCY	41.00	no
432676	11/30/2018	412-100-4450-0000C	RV Park Host services: NOV 2018	1,500.00	no
432677	11/30/2018	001-240-4330-0000C	Fuel for patrol cars	1,237.14	no
432677	11/30/2018	001-230-4330-0000C	Fuel	106.25	no
432678	11/30/2018	419-000-2110-0000C	Refund Check	151.41	no
432679	11/30/2018	419-000-2110-0000C	Refund Check	146.36	no
432680	11/30/2018	001-111-4230-0000C	Internet Service -10/27/18-11/26/18	13.73	no
432680	11/30/2018	001-113-4230-0000C	Internet Service -10/27/18-11/26/18	13.74	no
432680	11/30/2018	001-114-4230-0000C	Internet Service -10/27/18-11/26/18	13.73	no
432680	11/30/2018	001-120-4230-0000C	Internet Service -10/27/18-11/26/18	54.32	no
432680	11/30/2018	001-251-4230-0000C	Internet Service -10/27/18-11/26/18	6.77	no
432680	11/30/2018	001-313-4230-0000C	Internet Service -10/27/18-11/26/18	13.73	no
432680	11/30/2018	001-350-4230-0000C	Internet Service -10/27/18-11/26/18	47.76	no
432680	11/30/2018	413-120-4230-0000C	Internet Service -10/27/18-11/26/18	13.73	no
432680	11/30/2018	419-120-4230-0000C	Internet Service -10/27/18-11/26/18	13.74	no
432680	11/30/2018	420-115-4230-0000C	Internet Service -10/27/18-11/26/18	13.73	no
432680	11/30/2018	413-352-4230-0000C	broadband for security- 11/08/18-12/07/18	89.98	no
432680	11/30/2018	419-371-4230-0000C	broadband for security- 11/26/18-12/25/18	79.99	no
432680	11/30/2018	419-371-4230-0000C	broadband for security- 11/25/18-12/24/18	79.99	no
432680	11/30/2018	001-230-4230-0000C	Cable & Internet Service- 10/20/18-11/19/18	105.42	no

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432681	11/30/2018	413-357-4390-0000C	stain	181.20	no
432681	11/30/2018	413-357-4390-0000C	straw wattles	154.61	no
432681	11/30/2018	508-508-4390-0000C	audio control	8.03	no
432681	11/30/2018	419-371-4390-0000C	cut rope/chain	7.79	no
432681	11/30/2018	413-357-4390-0000C	stain	90.60	no
432681	11/30/2018	413-357-4390-0000C	stain	194.24	no
432681	11/30/2018	001-364-4390-10025	nuts, bolts, rope clip, no trespass sign	71.18	no
432681	11/30/2018	001-470-4390-0000C	2x6x12'	32.59	no
432681	11/30/2018	001-364-4390-10025	channel basin-library parking lot	28.05	no
432681	11/30/2018	001-471-4390-0000C	screws nuts bolts	1.70	no
432681	11/30/2018	001-470-4390-0000C	key	9.63	no
432681	11/30/2018	001-470-4390-0000C	in-line water filter	30.95	no
432681	11/30/2018	001-240-4391-0000C	spray paint	14.48	no
432681	11/30/2018	413-356-4390-35022	cut rope/chain	7.43	no
432681	11/30/2018	001-471-4390-0000C	keys	11.55	no
432681	11/30/2018	419-371-4390-0000C	metal detector	161.24	no
432681	11/30/2018	506-506-4390-0000C	sd/ss pro impact	9.11	no
432681	11/30/2018	506-506-4390-0000C	cut rope/chain	6.24	no
432681	11/30/2018	001-364-4390-10025	2x6x20' & 2x4x20' (x2)	61.88	no
432681	11/30/2018	419-371-4390-0000C	shovel	15.47	no
432681	11/30/2018	506-506-4390-0000C	key, clips, tags - corp yard	25.66	no
432681	11/30/2018	001-240-4390-0000C	carpet cleaner rental	54.17	no
432681	11/30/2018	413-357-4390-0000C	stain	226.51	no
432681	11/30/2018	001-480-4340-0000C	muriatic acid	30.92	no
432681	11/30/2018	001-364-4390-10025	cut rope/chain	6.24	no
432681	11/30/2018	001-364-4390-10025	paint for signs	78.58	no
432681	11/30/2018	419-371-4390-0000C	paint, rollers for KOA pump house	159.73	no
432681	11/30/2018	001-470-4390-0000C	paint, brushes for plaza bench	58.54	no
432681	11/30/2018	001-364-4390-10025	lock entry commercial lever	48.36	no
432681	11/30/2018	001-480-4340-0000C	muriatic acid	92.76	no
432681	11/30/2018	001-470-4390-0000C	paint brush, mini tray	37.99	no
432681	11/30/2018	413-357-4390-0000C	drill bits, screws/nuts/bolts	13.20	no
432681	11/30/2018	001-470-4390-0000C	paint, brushes, trays for kids town restroom	114.98	no
432681	11/30/2018	413-357-4390-0000C	tap plug, wrench tap	28.22	no
432681	11/30/2018	419-371-4390-0000C	rollers, extension polls, tape	51.00	no
432681	11/30/2018	419-371-4390-0000C	paint shield, pour spout, tray	13.70	no
432682	11/30/2018	001-470-4390-0000C	hedge trimmer parts/maint	150.83	no
432682	11/30/2018	001-470-4390-0000C	chainsaw parts/maint	52.36	no
432683	11/30/2018	001-113-4450-0000C	IT services for Council meetings	46.62	no
432684	11/30/2018	117-364-4450-00FS'	Plans for Storm Drain project: 7/1/18-10/4/18	2,591.12	no
432685	11/30/2018	001-364-4450-drain	Cooper St sink hole repairs	8,734.90	no
432686	11/30/2018	001-240-4475-0000C	Dispatch services in FY19: JUL-SEP 2018	23,708.00	no
432687	11/30/2018	001-230-4330-0000C	Fuel: AUG 2018	1,568.40	no
432687	11/30/2018	001-230-4330-0000C	Fuel: SEP 2018	1,422.75	no
432687	11/30/2018	001-230-4330-0000C	Fuel: OCT 2018	1,950.50	no
432688	11/30/2018	419-000-2110-0000C	Refund Check	95.80	no
432689	11/30/2018	001-230-4391-0000C	Radio programming/repair	334.29	no
432689	11/30/2018	001-240-4391-0000C	Radio programming/repair	167.14	no
432689	11/30/2018	508-508-4390-0000C	Radio programming/repair	83.57	no
432690	11/30/2018	001-470-4390-0000C	2 - days rental of equip trailer for Alder Camp crew	500.00	no
432691	11/30/2018	001-313-4310-0000C	Wall Calendar	26.17	no
432691	11/30/2018	001-113-4310-0000C	Ink cartridge - upstairs color printer	154.79	no
432691	11/30/2018	001-113-4310-0000C	Calendars	14.79	no
432691	11/30/2018	001-350-4310-0000C	Calendars	124.40	no
432691	11/30/2018	001-111-4310-0000C	calendars	12.38	no

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432691	11/30/2018	508-508-4310-0000	Wall Calendars for Shop	69.68	no
432691	11/30/2018	413-111-4310-0000	calendars	12.39	no
432691	11/30/2018	001-114-4310-0000	Calendars	56.21	no
432691	11/30/2018	419-111-4310-0000	calendars	12.39	no
432691	11/30/2018	001-113-4310-0000	wall planner	28.37	no
432691	11/30/2018	001-480-4310-0000	thermal print paper	31.98	no
432691	11/30/2018	420-115-4310-0000	desk calendar & wall planner	30.30	no
432692	11/30/2018	506-506-4225-0000	refuse disposal	4.78	no
432692	11/30/2018	413-356-4390-35022	refuse disposal	6.37	no
432692	11/30/2018	001-364-4225-10024	refuse disposal	455.73	no
432692	11/30/2018	001-470-4225-0000	refuse disposal	271.20	no
432693	11/30/2018	506-506-4320-0000	Rain gear/rain boots	142.39	no
432693	11/30/2018	001-480-4390-0000	micropress sleeve, cable	2.49	no
432693	11/30/2018	001-480-4390-0000	galv snap hook	1.95	no
432693	11/30/2018	001-470-4320-04320	Rain gear/rain boots	142.40	no
432694	11/30/2018	151-485-4796-1605\	16-CDBG-11136: Food Bank Services (10/01/18-10/31/18)	16,115.50	no
432695	11/30/2018	001-470-4390-0000	Safety supplies	181.47	no
432695	11/30/2018	506-506-4390-0000	Safety supplies	90.73	no
432695	11/30/2018	413-353-4390-0000	Safety supplies	90.73	no
432696	11/30/2018	419-371-4409-0000	Regulatory compliance and mandatory SB-555 water audit	720.00	no
432696	11/30/2018	419-371-4409-0000	Regulatory compliance and mandatory SB-555 water audit	1,035.00	no
432696	11/30/2018	419-371-4409-0000	Regulatory compliance and mandatory SB-555 water audit	990.00	no
432697	11/30/2018	419-371-4230-0000	Water System Phone 464-2826 - 11/13/18-12/12/18	61.05	no
432697	11/30/2018	419-371-4230-0000	Water System Phone 707-0083 - 11/13/18-12/12/18	28.19	no
432697	11/30/2018	419-371-4230-0000	Water System Ph Bills - 11/13/18-12/12/18	29.50	no
432697	11/30/2018	419-371-4230-0000	Water System phone 707-1014 -11/10/18-12/09/18	29.50	no
432697	11/30/2018	419-371-4230-0000	Water System Phone 707-1015 -11/13/18-12/12/18	29.50	no
432697	11/30/2018	419-371-4230-0000	Water Syst Phone 707-1016 - 11/13/18-12/12/18	29.50	no
432697	11/30/2018	419-371-4230-0000	Water Syst Phone 707-1017- 11/13/18-12/12/18	29.50	no
432697	11/30/2018	419-371-4230-0000	Water System Phone - 0249 - 11/13/18-12/12/18	72.77	no
432697	11/30/2018	413-353-4230-0000	Lift Station Phone PLO-0001 - 11/13/18-12/12/18	29.50	no
432697	11/30/2018	001-240-4230-0000	Radio to Sherriff - 11/13/18-12/12/18	30.85	no
432697	11/30/2018	419-371-4230-0000	Water System Phone Bill 707-1006 - 11/13/18-12/12/18	29.50	no
432697	11/30/2018	419-371-4230-0000	Water System Ph. Bill 707-1007 - 11/13/18-12/12/18	72.77	no
432697	11/30/2018	419-371-4230-0000	Water Syst Ph Bills - 11/13/18-12/12/18	72.77	no
432697	11/30/2018	419-371-4230-0000	Water System Phone Bills - 11/13/18-12/12/18	29.50	no
432697	11/30/2018	419-371-4230-0000	707-1013 chlor bdg - 11/13/18-12/12/18	99.80	no
432697	11/30/2018	419-371-4230-0000	Water System Ph Bills - 11/13/18-12/12/18	29.50	no
432698	11/30/2018	001-240-4391-0000	solnoids #66	42.89	no
432698	11/30/2018	001-230-4391-0000	adaptors #5177	4.30	no
432698	11/30/2018	413-357-4390-0000	camlock	7.74	no
432699	11/30/2018	001-230-4530-0000	CFCA Conf: meals, gas, hotel, 9/26-28/18 (REMAINDER)	264.14	no
432700	11/30/2018	419-000-2110-0000	Refund Check	40.00	no
432701	11/30/2018	001-480-4378-0000	REIMBURSEMENT: items for pool store purchased at Costco & Winco	106.37	no
432702	11/30/2018	001-480-4390-0000	Rock to finish the rock wall exterior at the Pool	411.51	no
432702	11/30/2018	001-364-4350-10023	metallic cover, filler plates	9.09	no
432702	11/30/2018	506-506-4390-0000	bolts, washers, nuts - head start building	9.93	no
432702	11/30/2018	001-230-4390-0000	self drilling screws, flash mate	32.23	no
432702	11/30/2018	506-506-4390-0000	plasti-dip spray- headstart building	12.86	no
432702	11/30/2018	001-480-4390-0000	nut driver, socket adapter, lag screws	47.11	no
432702	11/30/2018	001-470-4390-0000	water	19.11	no
432702	11/30/2018	001-480-4390-0000	conduit	11.18	no
432702	11/30/2018	412-100-4390-0000	key	2.34	no
432702	11/30/2018	001-471-4390-0000	brushes	17.65	no
432702	11/30/2018	001-470-4390-0000	fish net for fountain	18.23	no



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432702	11/30/2018	001-471-4390-0000	microfiber squeegee	10.72	no
432702	11/30/2018	001-480-4390-0000	elbow, coupling, pvc pipe	9.42	no
432702	11/30/2018	506-506-4390-0000	mechanic tool set, nozzle set	77.34	no
432702	11/30/2018	001-470-4390-0000	hatchet	42.97	no
432702	11/30/2018	001-364-4350-10023	SS clamps	102.17	no
432702	11/30/2018	001-470-4390-0000	rollers	27.14	no
432702	11/30/2018	001-471-4390-0000	bulbs	12.78	no
432702	11/30/2018	001-470-4390-0000	letter stencils, brushes	21.35	no
432702	11/30/2018	001-470-4390-0000	spray paint clear gloss	8.85	no
432702	11/30/2018	001-470-4390-0000	quick link zinc	9.85	no
432702	11/30/2018	508-508-4390-0000	clamps	19.58	no
432702	11/30/2018	419-371-4390-0000	broom, scraper	35.42	no
432702	11/30/2018	413-351-4390-0000	LED lights	193.44	no
432702	11/30/2018	506-506-4390-0000	wet/dry vac, lysol, ant control 4 pk - law office	43.98	no
432702	11/30/2018	001-470-4370-0000	mop	17.14	no
432702	11/30/2018	913-352-4799-35210	bolts, nuts, bracket, tape measure	44.17	no
432702	11/30/2018	001-240-4390-0000	lighting, covers	60.40	no
432702	11/30/2018	001-240-4390-0000	wall plates, outlets	5.44	no
432702	11/30/2018	413-353-4390-0000	water	4.58	no
432702	11/30/2018	001-470-4390-0000	sponge block	9.61	no
432702	11/30/2018	001-480-4390-0000	anchor bolts	57.28	no
432702	11/30/2018	001-480-4390-0000	tapcon	11.29	no
432702	11/30/2018	001-480-4390-0000	shower pan liner	22.51	no
432702	11/30/2018	001-480-4390-0000	ridgid wet/dry vac	85.97	no
432702	11/30/2018	419-371-4390-0000	gloves	21.44	no
432702	11/30/2018	001-240-4370-0000	bowl brush, cleaner, wipes	23.53	no
432702	11/30/2018	001-480-4390-0000	mortar	31.18	no
432702	11/30/2018	419-371-4390-0000	water, screwdriver set	26.05	no
432702	11/30/2018	508-508-4390-0000	bolts	12.19	no
432702	11/30/2018	001-480-4390-0000	grout for rock wall	13.55	no
432702	11/30/2018	001-364-4390-10025	sakrete leak stopper	18.78	no
432702	11/30/2018	001-112-4392-0000	holiday lights	24.70	no
432702	11/30/2018	001-112-4392-0000	holiday lights	24.70	no
432702	11/30/2018	508-508-4390-0000	spring link, wire rope	4.12	no
432702	11/30/2018	506-506-4390-0000	lamp holders	14.06	no
432702	11/30/2018	001-112-4392-0000	RETURN: holiday lights	-24.70	no
432702	11/30/2018	001-112-4392-0000	holiday lights	197.63	no
432702	11/30/2018	001-112-4392-0000	holiday lights	122.42	no
432702	11/30/2018	001-480-4390-0000	gate hook, plywood	21.71	no
432702	11/30/2018	001-480-4390-0000	barrel bolt	5.32	no
432702	11/30/2018	001-112-4392-0000	cable ties	56.01	no
432702	11/30/2018	001-364-4390-10025	brushes	17.25	no
432704	11/30/2018	001-364-4350-10023	(1) 25' and (1) 30' St. light pole	3,834.63	no
432705	11/30/2018	419-000-2110-0000	Refund Check	171.09	no
432706	11/30/2018	151-485-4409-16217	Fieldwork, research, and report writing for C Street Storm Drain	2,500.00	no
432707	11/30/2018	001-120-4530-0000	GSRMA Conf: meals, 10/17-19/18 (FULL AMOUNT)	10.20	no
432707	11/30/2018	413-120-4530-0000	GSRMA Conf: meals, 10/17-19/18 (FULL AMOUNT)	10.20	no
432707	11/30/2018	419-120-4530-0000	GSRMA Conf: meals, 10/17-19/18 (FULL AMOUNT)	10.20	no
432708	11/30/2018	419-000-2110-0000	Refund Check	59.24	no
432709	11/30/2018	508-508-4390-0000	2 tires and alignment for #4	294.42	no
432710	11/30/2018	001-240-4409-0000	FY19 monthly service fee: OCT 2018	50.00	no
432711	11/30/2018	001-240-4530-0000	Tamaki Foundation: meals, A.Lopez, 10/29-31/18 (FULL AMOUNT)	207.20	no
432712	11/30/2018	419-000-2110-0000	Refund Check	169.00	no
432713	11/30/2018	001-470-4370-0000	Janitorial Supplies- City-Wide	-86.12	no
432713	11/30/2018	001-230-4370-0000	Janitorial Supplies- City-Wide	-7.66	no

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432713	11/30/2018	001-240-4370-0000	Janitorial Supplies- City-Wide	-7.65	no
432713	11/30/2018	001-471-4370-0000	Janitorial Supplies- City-Wide	-7.66	no
432713	11/30/2018	001-480-4370-0000	Janitorial Supplies- City-Wide	-19.13	no
432713	11/30/2018	412-100-4370-0000	Janitorial Supplies- City-Wide	-7.66	no
432713	11/30/2018	413-352-4370-0000	Janitorial Supplies- City-Wide	-7.65	no
432713	11/30/2018	508-508-4370-0000	Janitorial Supplies- City-Wide	-9.57	no
432713	11/30/2018	001-350-4370-0000	Janitorial Supplies- City-Wide	-21.82	no
432713	11/30/2018	001-111-4370-0000	Janitorial Supplies- City-Wide	-0.76	no
432713	11/30/2018	001-113-4370-0000	Janitorial Supplies- City-Wide	-0.77	no
432713	11/30/2018	001-114-4370-0000	Janitorial Supplies- City-Wide	-0.76	no
432713	11/30/2018	001-120-4370-0000	Janitorial Supplies- City-Wide	-3.07	no
432713	11/30/2018	001-251-4370-0000	Janitorial Supplies- City-Wide	-0.38	no
432713	11/30/2018	001-313-4370-0000	Janitorial Supplies- City-Wide	-0.76	no
432713	11/30/2018	413-120-4370-0000	Janitorial Supplies- City-Wide	-0.77	no
432713	11/30/2018	419-120-4370-0000	Janitorial Supplies- City-Wide	-0.76	no
432713	11/30/2018	420-115-4370-0000	Janitorial Supplies- City-Wide	-0.77	no
432713	11/30/2018	001-470-4370-0000	Janitorial Supplies- City-Wide	183.18	no
432713	11/30/2018	001-230-4370-0000	Janitorial Supplies- City-Wide	16.28	no
432713	11/30/2018	001-240-4370-0000	Janitorial Supplies- City-Wide	16.28	no
432713	11/30/2018	001-471-4370-0000	Janitorial Supplies- City-Wide	16.28	no
432713	11/30/2018	001-480-4370-0000	Janitorial Supplies- City-Wide	40.71	no
432713	11/30/2018	412-100-4370-0000	Janitorial Supplies- City-Wide	16.29	no
432713	11/30/2018	413-352-4370-0000	Janitorial Supplies- City-Wide	16.28	no
432713	11/30/2018	508-508-4370-0000	Janitorial Supplies- City-Wide	20.35	no
432713	11/30/2018	001-350-4370-0000	Janitorial Supplies- City-Wide	46.41	no
432713	11/30/2018	001-111-4370-0000	Janitorial Supplies- City-Wide	1.62	no
432713	11/30/2018	001-113-4370-0000	Janitorial Supplies- City-Wide	1.63	no
432713	11/30/2018	001-114-4370-0000	Janitorial Supplies- City-Wide	1.63	no
432713	11/30/2018	001-120-4370-0000	Janitorial Supplies- City-Wide	6.51	no
432713	11/30/2018	001-251-4370-0000	Janitorial Supplies- City-Wide	0.82	no
432713	11/30/2018	001-313-4370-0000	Janitorial Supplies- City-Wide	1.63	no
432713	11/30/2018	413-120-4370-0000	Janitorial Supplies- City-Wide	1.62	no
432713	11/30/2018	419-120-4370-0000	Janitorial Supplies- City-Wide	1.63	no
432713	11/30/2018	420-115-4370-0000	Janitorial Supplies- City-Wide	1.63	no
432713	11/30/2018	001-470-4370-0000	Janitorial Supplies- City-Wide	174.04	no
432713	11/30/2018	001-230-4370-0000	Janitorial Supplies- City-Wide	15.47	no
432713	11/30/2018	001-240-4370-0000	Janitorial Supplies- City-Wide	15.47	no
432713	11/30/2018	001-471-4370-0000	Janitorial Supplies- City-Wide	15.47	no
432713	11/30/2018	001-480-4370-0000	Janitorial Supplies- City-Wide	38.67	no
432713	11/30/2018	412-100-4370-0000	Janitorial Supplies- City-Wide	15.47	no
432713	11/30/2018	413-352-4370-0000	Janitorial Supplies- City-Wide	15.47	no
432713	11/30/2018	508-508-4370-0000	Janitorial Supplies- City-Wide	19.34	no
432713	11/30/2018	001-350-4370-0000	Janitorial Supplies- City-Wide	44.09	no
432713	11/30/2018	001-111-4370-0000	Janitorial Supplies- City-Wide	1.55	no
432713	11/30/2018	001-113-4370-0000	Janitorial Supplies- City-Wide	1.54	no
432713	11/30/2018	001-114-4370-0000	Janitorial Supplies- City-Wide	1.55	no
432713	11/30/2018	001-120-4370-0000	Janitorial Supplies- City-Wide	6.19	no
432713	11/30/2018	001-251-4370-0000	Janitorial Supplies- City-Wide	0.77	no
432713	11/30/2018	001-313-4370-0000	Janitorial Supplies- City-Wide	1.55	no
432713	11/30/2018	413-120-4370-0000	Janitorial Supplies- City-Wide	1.55	no
432713	11/30/2018	419-120-4370-0000	Janitorial Supplies- City-Wide	1.54	no
432713	11/30/2018	420-115-4370-0000	Janitorial Supplies- City-Wide	1.55	no
432714	11/30/2018	001-240-4530-0000	Tamaki Foundation: meals, I.Minsal, 10/29-31/18 (FULL AMOUNT)	207.20	no
432715	11/30/2018	413-357-4320-0000	uniforms	12.12	no
432715	11/30/2018	413-357-4320-0000	uniforms	12.12	no

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432715	11/30/2018	508-508-4320-0000	uniforms	7.49	no
432715	11/30/2018	508-508-4320-0000	uniforms	109.69	no
432715	11/30/2018	413-351-4320-0000	uniforms	18.93	no
432715	11/30/2018	413-351-4320-0000	uniforms	16.07	no
432715	11/30/2018	413-352-4320-0000	uniforms	43.25	no
432715	11/30/2018	413-352-4320-0000	uniforms	64.00	no
432715	11/30/2018	413-352-4320-0000	uniforms	43.25	no
432716	11/30/2018	001-230-4391-0000	sealed beam #5181	10.35	no
432716	11/30/2018	001-240-4391-0000	wix oil filters #68	14.48	no
432716	11/30/2018	508-508-4390-0000	wix oil filters #18	23.82	no
432716	11/30/2018	508-508-4390-0000	18" Trico exact fit #75	29.28	no
432716	11/30/2018	508-508-4390-0000	wix oil filter	10.47	no
432716	11/30/2018	508-508-4390-0000	v belts	27.09	no
432716	11/30/2018	508-508-4390-0000	wix oil filters	33.84	no
432716	11/30/2018	508-508-4390-0000	oil/fuel/air filters	210.78	no
432716	11/30/2018	508-508-4390-0000	oil/fuel/air filters	213.10	no
432716	11/30/2018	508-508-4390-0000	wix oil filter	20.54	no
432716	11/30/2018	508-508-4390-0000	wix oil filters	51.20	no
432716	11/30/2018	508-508-4390-0000	wix fuel & oil filters	21.68	no
432716	11/30/2018	508-508-4390-0000	heater valve #13	15.97	no
432717	11/30/2018	413-351-4390-0000	ACS chemicals, reagents, equipment, misc supplies	1,025.24	no
432717	11/30/2018	413-351-4390-0000	ACS chemicals, reagents, equipment, misc supplies	940.81	no
432717	11/30/2018	413-351-4390-0000	ACS chemicals, reagents, equipment, misc supplies	3,256.85	no
432718	11/30/2018	413-352-4470-0000	External lab tests: sewer	3,188.00	no
432718	11/30/2018	419-371-4470-0000	External lab tests: water	225.00	no
432718	11/30/2018	413-352-4470-0000	External lab tests: sewer	159.00	no
432720	11/30/2018	001-471-4450-0000	Monthly elevator service: DEC 2018	325.84	no
432721	11/30/2018	001-113-4530-0000	Notary Class & Ex: meals, milg, R.Patch, 11/12-14/18 (REMAINDER)	167.01	no
432722	11/30/2018	001-240-4530-0000	CLETS Trng: meals, 10/16-19/18 (REMAINDER)	52.80	no
432723	11/30/2018	001-111-4310-0000	300 City lapel pins	75.00	no
432723	11/30/2018	419-111-4310-0000	300 City lapel pins	151.00	no
432723	11/30/2018	413-111-4310-0000	300 City lapel pins	151.00	no
432723	11/30/2018	001-113-4310-0000	300 City lapel pins	75.00	no
432725	11/30/2018	001-350-4450-0000	Samsung Copier Contract Usage: 8/9/18-11/8/18	186.74	no
432726	11/30/2018	413-356-4390-35022	reg gas cylinder	114.95	no
432726	11/30/2018	413-353-4390-0000	reg gas cylinder	114.94	no
432727	11/30/2018	151-485-4409-1621	Storm Drain Cultural Resources Investigation	5,843.00	no
432728	11/30/2018	419-000-2110-0000	Refund Check	54.23	no
432729	11/30/2018	413-357-4530-0000	Drinking Water Operator Dist Cert Renewal Grade D1	27.50	no
432729	11/30/2018	419-371-4530-0000	Drinking Water Operator Dist Cert Renewal Grade D1	27.50	no
432730	11/30/2018	901-364-4799-00111	Sunset Circle add'l services	30.00	no
432731	11/30/2018	001-111-4409-0000	Letter of Opinion of Value for APN 118-050-004/001	600.00	no
432732	11/30/2018	001-110-4310-0000	name plate: Isiah Wright	21.13	no
432732	11/30/2018	001-000-2122-0000	(TAX) name plate: Isiah Wright	-1.13	no
432733	11/30/2018	001-313-4530-0000	Code Enf Seminar: meals, 10/9-11/18 (FULL AMOUNT)	207.00	no
432734	11/30/2018	419-000-2110-0000	Refund Check	178.65	no
432735	11/30/2018	001-230-4390-0000	PVC couplings	6.44	no
432735	11/30/2018	419-371-4390-0000	PVC couplings, valves	78.07	no
432735	11/30/2018	413-357-4390-0000	cutting die	61.76	no
432736	11/30/2018	001-364-4390-10025	Asphalt to pave sections of excavated streets	516.00	no
432736	11/30/2018	001-364-4390-10025	Asphalt to pave sections of excavated streets	516.00	no
432737	11/30/2018	001-240-4311-0000	AMAZON: SSD hard drives	439.77	no
432737	11/30/2018	412-100-4230-0000	DISHNETWORK: monthly cable service: 09/25/18-10/24/18	559.68	no
432737	11/30/2018	001-313-4530-0000	CHEVRON ETC: Code Enf Seminar: gas 10/9-13/18, E.Taylor	96.66	no
432737	11/30/2018	412-100-4430-0000	WORKAMPER: host position ad	194.00	no

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432737	11/30/2018	001-120-4530-0000	THE INN AT ROLLING:GSRMA Conf: hotel, L.Leaver, 10/17-19/18	72.60	no
432737	11/30/2018	001-313-4530-0000	Code Enf Seminar: reg, 10/9-13/18, E.Taylor	389.00	no
432737	11/30/2018	001-313-4530-0000	EMBASSY SUITES: Code Enf Seminar: hotel 10/9-13/18, E.Taylor	1,171.97	no
432737	11/30/2018	001-120-4530-0000	CHEVRON: GSRMA Conf: gas L.Leaver, 10/17-19/18	15.34	no
432737	11/30/2018	001-120-4530-0000	BLUE LAKE HOTEL: Tsunami Wkshp: hotel 9/26-27/18, L.Leaver	42.54	no
432737	11/30/2018	001-114-4530-0000	THE INN AT ROLLING:GSRMA Conf: hotel, S.Gonzales, 10/17-19/18	217.80	no
432737	11/30/2018	413-120-4530-0000	THE INN AT ROLLING:GSRMA Conf: hotel, L.Leaver, 10/17-19/18	72.60	no
432737	11/30/2018	413-120-4530-0000	CHEVRON: GSRMA Conf: gas L.Leaver, 10/17-19/18	15.33	no
432737	11/30/2018	420-115-4312-0000	BATTERY SHARKS: battery	95.43	no
432737	11/30/2018	413-120-4530-0000	BLUE LAKE HOTEL: Tsunami Wkshp: hotel 9/26-27/18, L.Leaver	42.53	no
432737	11/30/2018	001-251-4550-0000	CA OF CODE ENF: membership dues: E. Taylor	95.00	no
432737	11/30/2018	419-120-4530-0000	THE INN AT ROLLING:GSRMA Conf: hotel, L.Leaver, 10/17-19/18	72.60	no
432737	11/30/2018	419-120-4530-0000	BLUE LAKE HOTEL: Tsunami Wkshp: hotel 9/26-27/18, L.Leaver	42.53	no
432737	11/30/2018	419-120-4530-0000	CHEVRON: GSRMA Conf: gas L.Leaver, 10/17-19/18	15.33	no
432737	11/30/2018	420-000-2122-0000	(TAX) BATTERY SHARKS: battery	-4.87	no
432737	11/30/2018	001-230-4395-0000	AMAZON: ID Card Sleeves	25.79	no
432737	11/30/2018	001-000-2122-0000	(TAX) AMAZON: ID Card Sleeves	-1.80	no
432737	11/30/2018	420-115-4450-0000	FUTUREQUEST: monthly service	20.00	no
432737	11/30/2018	420-115-4450-0000	SPAMHERO: monthly service	10.00	no
432737	11/30/2018	420-115-4230-0000	AMAZON: screen protectors	55.39	no
432737	11/30/2018	420-000-2122-0000	(TAX) AMAZON: screen protectors	-3.86	no
432737	11/30/2018	420-115-4230-0000	AMAZON: return- OMOTON screen protectors	-51.42	no
432737	11/30/2018	001-350-4310-0000	APPLE ITUNES: Tide Graph & Note Master- J. Wylie	5.98	no
432737	11/30/2018	001-350-4310-0000	APPLE ITUNES: scanner & app	4.99	no
432737	11/30/2018	413-352-4310-0000	APPLE ITUNES: tracking app & 201 electrician reference-Dan & Jon	14.98	no
432737	11/30/2018	419-371-4310-0000	APPLE ITUNES: tracking app & 201 electrician reference-Dan & Jon	14.98	no
432737	11/30/2018	001-350-4310-0000	APPLE ITUNES: notemaster	5.97	no
432737	11/30/2018	001-470-4390-0000	AMAZON: honda lever throttle	11.74	no
432737	11/30/2018	001-350-4310-0000	AMAZON: calendars	8.48	no
432737	11/30/2018	420-115-4450-0000	FUTUREQUEST: monthly service	33.95	no
432737	11/30/2018	508-508-4407-0000	CAPITAL LIVE SCAN: live scan	22.00	no
432737	11/30/2018	001-240-4411-0000	CAPITAL LIVE SCAN: live scan for cab	22.00	no
432737	11/30/2018	419-371-4390-0000	PROPUMP&CONTROLS INC: replacement stem for booster pump	160.79	no
432737	11/30/2018	419-000-2122-0000	(TAX)PROPUMP&CONTROLS INC: replacement stem for booster pumj	-9.47	no
432737	11/30/2018	001-113-4530-0000	NOTARY LEARNING: notary class	85.00	no
432737	11/30/2018	001-113-4530-0000	CAPTUS PRESS: Confidence quadrant for clerks	79.00	no
432738	11/30/2018	001-240-4530-0000	K9 Case Law: meals, 10/23-24/18 (REMAINDER)	22.95	no
432739	11/30/2018	001-240-4530-0000	Street Survival Seminar: meals, 12/2-5/18 (ADVANCE)	261.45	no
432740	12/03/2018	610-000-2178-0000	Plan#300878	810.25	no
432740	12/03/2018	610-000-2178-0000	Plan#300878	499.25	no
432740	12/03/2018	610-000-2186-0000	Plan#306752	113.93	no
432740	12/03/2018	610-000-2186-0000	Plan#306752	543.29	no
432741	12/03/2018	610-000-2170-0000	PR Batch 00003.11.2018 IRS Levy	73.50	no
432742	12/05/2018	610-000-2174-0000	Dec 18 Premiums	2,239.96	no
432743	12/05/2018	610-000-2177-0000	Dec 18 Premiums	4,945.92	no
432743	12/05/2018	001-470-4125-0000	Dec 18 Premiums	88.32	no
432744	12/05/2018	610-000-2179-0000	Dec 18 Premiums	245.00	no
432745	12/05/2018	001-230-4550-0000	2019 Dues (1/1/19-12/31/19)	4,320.00	no
432746	12/05/2018	001-230-4125-0000	Vol FF Base Life/AD&D Jan - Jun 19 Premiums	1,236.00	no
432746	12/05/2018	001-240-4125-0000	Nov 18 Premiums	105.00	no
432746	12/05/2018	001-230-4125-0000	Vol FF Member Life 2019 Premiums	3,040.00	no
432747	12/05/2018	630-111-4409-0000	Sep 18 Admin Fees	300.00	no
432748	12/05/2018	508-508-4407-0000	Pre-employment exam	194.00	no
432749	12/05/2018	610-000-2179-0000	Dec 18 Premiums	2,329.10	no
432749	12/05/2018	001-470-4125-0000	Dec 18 Premiums-Morelos	24.41	no

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432750	12/05/2018	610-000-2175-0000	Dec 18 Premiums	1,167.60	no
432750	12/05/2018	001-470-4125-0000	Dec 18 Premiums	20.85	no
432751	12/07/2018	419-000-2110-0000	Refund Check	78.74	no
432752	12/07/2018	001-240-4391-0000	Battery and A-core for #61	105.60	no
432753	12/07/2018	419-371-4685-0000	Water Rights Fee FY19- ACCT: WR STF 094-005930	414.07	no
432754	12/07/2018	001-240-4430-0000	Bookmarks x 500	209.66	no
432754	12/07/2018	001-000-2122-0000	(TAX) Bookmarks x 500	-13.13	no
432755	12/07/2018	001-240-4310-0000	tape	34.39	no
432755	12/07/2018	001-240-4310-0000	black toner	221.43	no
432755	12/07/2018	001-240-4310-0000	Toner cartridges	457.96	no
432755	12/07/2018	413-111-4310-0000	calendar	16.13	no
432755	12/07/2018	001-480-4310-0000	calendars	24.00	no
432755	12/07/2018	419-120-4310-0000	calendars	8.15	no
432755	12/07/2018	413-120-4310-0000	calendars	8.15	no
432756	12/07/2018	001-230-4450-0000	Oxygen tank service	104.41	no
432757	12/07/2018	001-240-4390-0000	gloves l&xl	172.32	no
432758	12/07/2018	419-000-2110-0000	Refund Check	41.79	no
432759	12/07/2018	419-000-2110-0000	Refund Check	164.37	no
432760	12/07/2018	001-240-4380-0000	Monthly maintenance training for K9s: NOV 2018	600.00	no
432761	12/07/2018	413-351-4390-0000	air filter for lab generator	2.84	no
432761	12/07/2018	001-240-4391-0000	lite weight filler	12.77	no
432761	12/07/2018	001-470-4390-0000	V-belt #39	60.11	no
432762	12/07/2018	001-240-4310-0000	wall calendar	28.05	no
432762	12/07/2018	001-240-4310-0000	calendars	78.13	no
432763	12/07/2018	001-111-4210-0000	Electricity FY19: 10/26/18-11/28/18	27.31	no
432763	12/07/2018	001-113-4210-0000	Electricity FY19: 10/26/18-11/28/18	79.56	no
432763	12/07/2018	001-114-4210-0000	Electricity FY19: 10/26/18-11/28/18	79.56	no
432763	12/07/2018	001-120-4210-0000	Electricity FY19: 10/26/18-11/28/18	314.70	no
432763	12/07/2018	001-230-4210-0000	Electricity FY19: 10/26/18-11/28/18	309.41	no
432763	12/07/2018	001-240-4210-0000	Electricity FY19: 10/26/18-11/28/18	534.59	no
432763	12/07/2018	001-251-4210-0000	Electricity FY19: 10/26/18-11/28/18	39.19	no
432763	12/07/2018	001-313-4210-0000	Electricity FY19: 10/26/18-11/28/18	79.56	no
432763	12/07/2018	001-350-4210-0000	Electricity FY19: 10/26/18-11/28/18	276.71	no
432763	12/07/2018	001-364-4210-1002	Electricity FY19: 10/26/18-11/28/18	6,192.58	no
432763	12/07/2018	001-470-4210-0000	Electricity FY19: 10/26/18-11/28/18	875.34	no
432763	12/07/2018	001-471-4210-0000	Electricity FY19: 10/26/18-11/28/18	1,701.18	no
432763	12/07/2018	001-480-4210-0000	Electricity FY19: 10/26/18-11/28/18	3,529.97	no
432763	12/07/2018	412-100-4210-0000	Electricity FY19: 10/26/18-11/28/18	3,345.36	no
432763	12/07/2018	413-111-4210-0000	Electricity FY19: 10/26/18-11/28/18	26.13	no
432763	12/07/2018	413-120-4210-0000	Electricity FY19: 10/26/18-11/28/18	79.56	no
432763	12/07/2018	413-351-4210-0000	Electricity FY19: 10/26/18-11/28/18	909.36	no
432763	12/07/2018	413-352-4210-0000	Electricity FY19: 10/26/18-11/28/18	12,978.33	no
432763	12/07/2018	413-353-4210-0000	Electricity FY19: 10/26/18-11/28/18	13.29	no
432763	12/07/2018	413-353-4210-3501	Electricity FY19: 10/26/18-11/28/18	401.41	no
432763	12/07/2018	419-111-4210-0000	Electricity FY19: 10/26/18-11/28/18	26.13	no
432763	12/07/2018	419-371-4210-0000	Electricity FY19: 10/26/18-11/28/18	17,492.81	no
432763	12/07/2018	420-115-4210-0000	Electricity FY19: 10/26/18-11/28/18	79.56	no
432763	12/07/2018	508-508-4210-0000	Electricity FY19: 10/26/18-11/28/18	774.55	no
432763	12/07/2018	419-120-4210-0000	Electricity FY19: 10/26/18-11/28/18	79.56	no
432764	12/07/2018	419-111-4310-0000	expo chisel starter set, staples	16.33	no
432764	12/07/2018	413-111-4310-0000	expo chisel starter set, staples	16.34	no
432764	12/07/2018	413-111-4310-0000	whtbd alum frm	15.58	no
432764	12/07/2018	419-111-4310-0000	whtbd alum frm	15.58	no
432765	12/07/2018	412-100-4225-0000	Refuse disposal: NOV 2018	706.30	no
432766	12/07/2018	419-371-4550-0000	Drinking Water Dist Oper Cert Renewal: Grade D3 Jason Wylie	90.00	no

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432767	12/07/2018	001-000-2160-0000	SB1186 fees: 07/01-09/30/18	228.40	no
432768	12/07/2018	412-100-4230-0000	DISHNETWORK: monthly cable service: 10/25/18-11/24/18	559.68	no
432768	12/07/2018	001-240-4530-0000	CHEVRON ETC: Tamaki Foundation: gas, C.Votruba, 10/29-31/18	104.90	no
432768	12/07/2018	001-240-4530-0000	SILVER CLOUD INN:Tamaki Foundation: hotel C.Votruba, 10/29-31/18	367.60	no
432768	12/07/2018	001-240-4530-0000	CALIBRE PRESS: Street Survival Seminar: reg J.Wright, 12/2-5	229.00	no
432768	12/07/2018	001-240-4530-0000	TUSCANY SUITES CASINO: K9 Conf: hotel, A.Lopez, 3/5-8/19	75.96	no
432768	12/07/2018	001-113-4530-0000	CROWNE PLAZA: Notary Class & Exam: hotel, R.Patch, 11/12-14/18	212.80	no
432768	12/07/2018	001-240-4530-0000	OXFORD SUITES: K9 Case Law: hotel, E.Wilson, 10/23-24/18	105.46	no
432768	12/07/2018	001-240-4530-0000	COST U LESS: K9 Case Law: gas, E.Wilson, 10/23-24/18	59.17	no
432768	12/07/2018	001-240-4530-0000	SILVER CLOUD INN:Tamaki Foundation: hotel, A.Lopez, 10/29-31/18	367.60	no
432768	12/07/2018	001-240-4530-0000	TUSCANY SUITES CASINO: K9 Conf: hotel, 3/5-8/19, C.Votruba	75.96	no
432768	12/07/2018	001-240-4530-0000	SILVER CLOUD INN: Strt Survival Seminar: hotel, J.Wright, 12/2-5	655.44	no
432768	12/07/2018	001-313-4530-0000	GOLDEN GATE TOLL: Code Enf Seminar: toll 10/9-13/18, E.Taylor	8.00	no
432768	12/07/2018	001-240-4530-0000	SILVER CLOUD INN:Tamaki Found: htl/prk, I.Minsal, 10/29-31/18	441.16	no
432768	12/07/2018	001-240-4240-0000	MAIL ROOM: postage	9.50	no
432768	12/07/2018	001-240-4240-0000	MAIL ROOM: postage	7.52	no
432768	12/07/2018	151-485-4240-1621a	MAIL ROOM: CDBG Storm Drain Mailing to St. Historic Pres. Office	13.75	no
432768	12/07/2018	001-111-4530-0000	RPS EUREKA: parking E.Wier 11/5	10.33	no
432768	12/07/2018	419-111-4530-0000	RPS EUREKA: parking E.Wier 11/5	10.33	no
432768	12/07/2018	413-111-4530-0000	RPS EUREKA: parking E.Wier 11/5	10.34	no
432768	12/07/2018	151-485-4240-1621a	CDBG Storm Drain Mailing to State Clearinghouse	176.78	no
432769	12/07/2018	413-352-4550-0000	Reimbursement for Grade V WWTP Operator License Fees	190.00	no
				311,730.93	

Accounts Payable  
 11-24-18 to 12-7-18 Housing

CR



User: crawlings  
 Printed: 12/10/2018 - 3:30 PM

Check Num	Check Dat	Account	Description	Amount	Selected for Void
432703	11/30/2018	110-490-4310-00000	Forms and printing: Briefing Notification	128.20	no
432713	11/30/2018	110-490-4370-00000	Janitorial Supplies- City-Wide	-7.66	no
432713	11/30/2018	110-490-4370-00000	Janitorial Supplies- City-Wide	16.28	no
432713	11/30/2018	110-490-4370-00000	Janitorial Supplies- City-Wide	15.47	no
432719	11/30/2018	110-490-4310-00000	Supplies: pocket folder, colored paper, file boxes	100.95	no
432724	11/30/2018	110-490-4310-00000	ink cartridges for postage machine (3)	254.97	no
432763	12/07/2018	110-490-4210-00000	Electricity FY19: 10/26/18-11/28/18	311.96	no
432768	12/07/2018	110-490-4530-00000	SAFEWAY: food/items for concerence/training	33.16	no
432768	12/07/2018	110-490-4530-00000	WALMART: food/items for concerence/training	37.13	no
432768	12/07/2018	110-490-4530-00000	DOLLAR TREE: food/items for concerence/training	22.28	no
				912.74	

CITY OF CRESCENT CITY  
BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE  
PAYROLL PAID DATE  
CHECK NUMBERS

December 8, 2018  
December 14, 2018  
CKS # 109572-109584

	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	3,091.81		3,091.81	5	
Dept #111 Admin/City Manager	10,453.59	121.90	10,575.49	2 + 1 part-time	
Dept #114 Human Resources	2,026.22		2,026.22	1	
Dept #120 Finance/Utility Billing	14,964.29	73.29	15,037.58	6	
Dept #230 Fire Department	7,944.90		7,944.90	3 + 2 part-time	
Dept #240 Police Department	35,314.92	4,093.90	39,408.82	13	
Dept #313 Planning			4,718.73	2	
Dept #350 Public Works-All Depts	62,828.66	2,182.88	65,011.54	28+ 2 Part-time	
Dept #360 Bldg Maint & Equipment					Merged with Dept 350
Dept #480 Swimming Pool Fund	10,313.09		10,313.09	2+16 Part-time	
Dept #490 Housing Authority	7,779.40		7,779.40	3 + 1 Part-time	
<b>TOTALS</b>	<b>154,716.88</b>	<b>6,471.97</b>	<b>165,907.58</b>	<b>65 + 22 Part-time</b>	

The payroll summarized above is listed where assigned. The actual costs of each employee are allocated each pay period to the department and/or fund where the actual work was performed.

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## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL  
**FROM:** ERIC WIER, CITY MANAGER  
**BY:** LINDA LEAVER, FINANCE DIRECTOR *LL*  
**DATE:** DECEMBER 17, 2018  
**SUBJECT:** BUDGET-TO-ACTUAL FINANCIAL REPORT FOR NOVEMBER 2018

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### RECOMMENDATION

- Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of November 2018

### BACKGROUND

In order to provide timely information to the City Council and to the public, the City's Finance Department has prepared the attached monthly budget-to-actual report. This report provides a summary overview as of November 30, 2018 of the year-to-date revenues and expenses of the City's major operating funds: General Fund, Housing Fund, Shoreline RV Park Fund, Sewer Fund and Water Fund.

### ITEM ANALYSIS

As of November 30, 2018, we are 42% of the way through the fiscal year, with 58% of the year remaining. If revenues were received and expenditures made evenly throughout the year, there would be 58% of each budget line remaining. However, revenues and expenditures are not even throughout the year for many reasons. Many revenues are not received evenly throughout the year (particularly tax revenues and grant reimbursements), many routine expenses are not recorded until the invoice is received in the following month, and budgets may include large projects that have not yet been completed.

This report summarizes the actual revenues and expenditures for the year to date; additional information is provided in the budget-to-actual report attached.

- **General Fund**

General Fund revenues show that 67% of the budgeted amount is yet to be received. This is dependent on the timing of when certain revenues are received. For example, most taxes, third party billings, and grant reimbursements are received quarterly. In addition, certain

grant revenues for FY18 projects were not received in time to be considered FY18 revenues and are now reported as additional FY19 revenues. As a comparison, at the same time last year, 67% of the budgeted revenues were yet to be received. General Fund actual expenditures also show that 67% of the budgeted amount is yet to be expended.

- **Housing Authority Fund**

The Housing Authority is funded by monthly disbursements from the federal government. At this point, actual revenues show 60% remaining to be collected and actual expenditures have remaining amounts of 61%.

- **Shoreline RV Park Fund**

Revenues collected by the Shoreline Recreational Vehicle Park (RV Park) show 43% remaining to be collected. RV Park revenues are highly seasonal, and most rental revenues are received in the summer months. Actual expenses in the RV Park show 66% of the budget left to be expended.

- **Sewer Fund**

The Sewer Fund earns revenue primarily from charges to the users of its services. Actual revenues show 56% of the total revenue budget remaining to be collected. Operational expenses (not including debt service or capital improvements) show 72% of the budget remaining to be expended.

- **Water Fund**

The Water Fund earns revenue primarily from charges for service. Actual revenues show 49% of the budget remaining to be collected and 67% of budgeted operational expenses (not including debt service or capital improvements) remaining to be expended.

- **Summary**

The following table summarizes the actual revenues and expenses for the City's five major operating funds, not including encumbrances:

	Budget	Actual	Remaining \$	Remaining %
<b>General Fund</b>				
Revenue	5,543,854	1,807,679	3,736,175	67%
Expense	6,007,036	1,961,477	4,045,559	67%
<b>Net</b>	<b>(463,182)</b>	<b>(153,798)</b>		
<b>Housing Fund</b>				
Revenue	3,546,487	1,425,593	2,120,894	60%
Expense	3,545,209	1,389,562	2,155,647	61%
<b>Net</b>	<b>1,278</b>	<b>36,031</b>		
<b>RV Park Fund</b>				
Revenue	366,000	207,813	158,187	43%
Expense	294,664	101,392	193,272	66%
Repayment to General Fund	235,099	-	235,099	100%
<b>Net</b>	<b>(163,763)</b>	<b>106,422</b>		
<b>Sewer Fund</b>				
Revenue	4,725,704	2,089,290	2,636,414	56%
Operating Expense	3,517,900	989,694	2,528,206	72%
Debt Service	1,400,000	1,400,000	-	0%
Transfer to CIP	376,800	2,081	374,719	99%
<b>Net</b>	<b>(568,996)</b>	<b>(302,485)</b>		
<b>Water Fund</b>				
Revenue	2,627,052	1,328,634	1,298,418	49%
Operating Expense	2,046,462	672,051	1,374,411	67%
Debt Service	350,000	-	350,000	100%
Transfer to CIP	580,000	206	579,794	100%
<b>Net</b>	<b>(349,410)</b>	<b>656,376</b>		

• **Long-term Liabilities**

The City's long-term liability balances are included in the table below.

Liability	Fund	Balance
Net Pension Liability	Multiple	9,185,205
Compensated Absences	Multiple	301,093
SRF Loan	Sewer	37,053,253
SRF Loan	Water	1,925,000

Net Pension Liability and Compensated Absences are the balances as of June 30, 2017 and will be updated to the June 30, 2018 balances once the FY 2017-18 audit is finalized.

**FISCAL ANALYSIS**

Preparation of this report is informational in nature and has no direct fiscal impact.

**STRATEGIC PLAN ASSESSMENT**

This report is consistent with Strategic Plan Goal 3 to “Maintain responsible fiscal management and accountability.”

**ATTACHMENTS**

1. Monthly budget-to-actual report for November 2018

Staff review:

  
CM

**City of Crescent City**  
**FY 2018-19 General Fund Operating Report**  
**As of November 30, 2018**

% of Year Remaining: 58%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
<b>Non-Departmental Revenue</b>								
Tax Revenue	1	3,735,316	941,059	2,794,258	75%	-	2,794,258	75%
Licenses & Permits	1	276,165	67,651	208,514	76%	-	208,514	76%
Interest Income	1	19,789	9,309	10,480	53%	-	10,480	53%
Lease-Rental Income		27,907	15,262	12,645	45%	-	12,645	45%
Other Revenue		11,150	2,165	8,985	81%	-	8,985	81%
<b>Departmental Revenue</b>								
City Council	2	86,496	24,537	61,959	72%	-	61,959	72%
City Manager		1,000	1,000	-	-	-	-	0%
City Clerk	2	101,867	38,380	63,487	62%	-	63,487	62%
Human Resources		1,000	-	1,000	100%	-	1,000	100%
Fire	1, 5	509,729	208,623	301,106	59%	-	301,106	59%
Police	1	180,460	78,669	101,791	56%	-	101,791	56%
Building & Code Enforcement	3	136,045	68,388	67,657	50%	-	67,657	50%
Planning	4	2,950	1,284	1,666	56%	-	1,666	56%
PW Admin		8,680	1,002	7,678	88%	-	7,678	88%
Streets	5	168,500	271,214	(102,714)	-61%	-	(102,714)	-61%
Parks	4	4,000	1,020	2,980	75%	-	2,980	75%
Cultural Center	4	15,000	4,430	10,570	70%	-	10,570	70%
Swimming Pool		257,800	73,688	184,112	71%	-	184,112	71%
<b>General Fund Revenue Total</b>		<b>5,543,854</b>	<b>1,807,679</b>	<b>3,736,175</b>	<b>67%</b>	<b>-</b>	<b>3,736,175</b>	<b>67%</b>
<b>Non-Departmental Expenditures</b>								
City Council	6	152,709	50,304	102,405	67%	91,865	10,540	7%
Administration		61,979	21,574	40,405	65%	730	39,675	64%
Community Support	7	113,439	20,677	92,762	82%	54,000	38,762	34%
City Clerk		155,687	54,748	100,939	65%	5,603	95,337	61%
Human Resources		58,770	22,885	35,885	61%	899	34,986	60%
Finance		231,201	77,696	153,505	66%	16,038	137,467	59%
City Attorney	8	66,130	14,399	51,731	78%	1,600	50,131	76%
Fire		811,053	227,311	583,742	72%	55,978	527,763	65%
Police		2,037,179	736,228	1,300,951	64%	118,428	1,182,524	58%
Building & Code Enforcement		157,009	41,883	115,126	73%	311	114,815	73%
Planning	9	149,541	72,102	77,439	52%	278	77,161	52%
Public Works - Admin	10	186,238	56,531	129,707	70%	2,196	127,511	68%
Public Works - Streets		550,125	171,117	379,008	69%	69,289	309,719	56%
Public Works - Parks		362,044	115,712	246,332	68%	21,419	224,913	62%
Cultural Center	11	113,019	13,529	99,490	88%	18,136	81,354	72%
Swimming Pool		668,197	225,649	442,548	66%	100,020	342,528	51%
<b>General Fund Expenditure Total</b>		<b>6,007,036</b>	<b>1,961,477</b>	<b>4,045,559</b>	<b>67%</b>	<b>556,898</b>	<b>3,488,661</b>	<b>58%</b>
<b>NET OPERATING RESULTS</b>		<b>(463,182)</b>	<b>(153,798)</b>					

**GENERAL FUND NOTES:**

- 1 General Fund revenues are not received evenly throughout the year. Many taxes, third party billings, interest, and grant revenues are received quarterly or semiannually.
- 2 Revenue is based on actual expenditures charged to other funds; lower expenses will result in lower revenue.
- 3 Includes budgeted abatement revenue. Actual revenue depends on receiving reimbursements for abatement expenses.
- 4 Budgeted revenues are based on prior experience; actual usage will vary.
- 5 Actual includes reimbursements for FY18 that were received too late to be included in FY18 numbers.
- 6 Includes revenue sharing agreements with County (sales tax and property-tax in-lieu of VLF).
- 7 Budget includes contributions to Chamber of Commerce, BCRAA, and other community events.
- 8 Attorney services are used as needed.
- 9 Includes annual LAFCO contribution (already paid).
- 10 Under budget in wages/benefits. Public Works Director position was vacant for three months this fiscal year.
- 11 Budget includes siding repair project.

**Beachfront Park CIP**  
**As of November 30, 2018**

Project	Bucket	Donations, Grants, Transfers, and Interest Earnings					Total
		FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	
Interest Earnings - unallocated		-	17	70	27	-	115
Amphitheater and Concessions	BFP01	-	-	-	-	-	-
Artistic Improvements	BFP02	-	-	-	-	-	-
Beach Access Improvements	BFP03	5,600	-	-	-	-	5,600
Bus Stop	BFP04	-	-	-	-	-	-
Disc Golf	BFP05	-	-	-	-	-	-
Dog Park	BFP06	1,053	3,601	-	18,395	-	23,049
Game Center	BFP07	-	-	-	-	-	-
General	BFP08	-	-	66	-	-	66
Howe Park East	BFP09	-	233	-	-	-	233
Pedestrian Access Improvements	BFP10	-	-	-	-	-	-
Playing Fields	BFP11	-	-	-	-	-	-
Street and Parking Improvements	BFP12	-	-	-	-	-	-
Trees and Beautification	BFP13	-	-	-	-	-	-
Town Square and Plaza	BFP14	-	-	-	-	-	-
		<b>6,653</b>	<b>3,851</b>	<b>136</b>	<b>18,422</b>	<b>-</b>	<b>29,063</b>

Project	Bucket	Expenditures					Total
		FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	
Interest Earnings - unallocated		-	-	-	-	-	-
Amphitheater and Concessions	BFP01	-	-	-	-	-	-
Artistic Improvements	BFP02	-	-	-	-	-	-
Beach Access Improvements	BFP03	-	-	-	-	-	-
Bus Stop	BFP04	-	-	-	-	-	-
Disc Golf	BFP05	-	-	-	-	-	-
Dog Park	BFP06	-	-	1,600	31,492	-	33,092
Game Center	BFP07	-	-	-	-	-	-
General	BFP08	-	-	-	-	-	-
Howe Park East	BFP09	-	-	-	-	-	-
Pedestrian Access Improvements	BFP10	-	-	-	-	-	-
Playing Fields	BFP11	-	-	-	-	-	-
Street and Parking Improvements	BFP12	-	-	-	-	-	-
Trees and Beautification	BFP13	-	-	-	-	-	-
Town Square and Plaza	BFP14	-	-	-	-	-	-
		<b>-</b>	<b>-</b>	<b>1,600</b>	<b>31,492</b>	<b>-</b>	<b>33,092</b>

**Code Enforcement Abatement Program  
Inception through November 30, 2018**

	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19 as of 11/30/18
Beginning Balance	-	68,962	(3,694)	(8,166)	12,314	(16,821)	70,569
1 Revenues	94,000	42,361	56,191	59,404	4,645	150,555	19,307
2 Expenses	(25,038)	(115,017)	(60,663)	(38,924)	(33,780)	(63,165)	(6,006)
Ending Balance	<b>68,962</b>	<b>(3,694)</b>	<b>(8,166)</b>	<b>12,314</b>	<b>(16,821)</b>	<b>70,569</b>	<b>83,870</b>

- 1 Revenues include General Fund seed money of \$94,000 in FY 2012-13.
- 2 Expenses include only legal, abatement, and receiver expenses directly related to identified projects.



**City of Crescent City**  
**FY 2018-19 Housing Fund Operating Report**  
**As of November 30, 2018**

% of Year Remaining: **58%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
<b>Revenue</b>								
Interest	1	140	20	120	86%	-	120	86%
Recovery-Admin Fee 50%	2	12,600	3,622	8,978	71%	-	8,978	71%
Recovery-HAP 50%	2	12,600	3,622	8,978	71%	-	8,978	71%
HUD Admin Revenue		425,147	195,831	229,316	54%	-	229,316	54%
HUD Housing Assistance		3,094,000	1,221,848	1,872,152	61%	-	1,872,152	61%
Other PHA Housing Assistance		-	217	(217)	-	-	(217)	-
HAP Owner Reimbursement	3	-	432	(432)	-	-	(432)	-
Port In - HAP	3	-	-	-	-	-	-	-
Port In - Admin	3	-	-	-	-	-	-	-
Other Revenue		2,000	-	2,000	-	-	2,000	100%
<b>Revenue Total</b>		<b>3,546,487</b>	<b>1,425,593</b>	<b>2,120,894</b>	<b>60%</b>	<b>-</b>	<b>2,120,894</b>	<b>60%</b>
<b>Expense</b>								
Housing Assistance Payments		3,094,000	1,234,737	1,859,263	60%	-	1,859,263	60%
Port In - HAP		-	-	-	-	-	-	-
<b>Personnel</b>								
Housing		351,701	121,931	229,770	65%	-	229,770	65%
Admin / HR		8,579	3,262	5,317	62%	-	5,317	62%
Finance		15,600	5,805	9,795	63%	-	9,795	63%
City Attorney	4	500	-	500	100%	-	500	100%
Utilities and telephone		8,061	3,247	4,814	60%	2,727	2,088	26%
Materials and supplies		23,243	9,619	13,624	59%	6,982	6,642	29%
Contracts and services		24,098	6,133	17,965	75%	4,752	13,213	55%
Employee Support		6,700	475	6,225	93%	-	6,225	93%
Interest remitted to HUD	5	140	-	140	100%	-	140	100%
ISF Allocations		12,587	4,354	8,233	65%	-	8,233	65%
<b>Expense Total</b>		<b>3,545,209</b>	<b>1,389,562</b>	<b>2,155,647</b>	<b>61%</b>	<b>14,462</b>	<b>2,141,185</b>	<b>60%</b>
<b>NET OPERATING RESULTS</b>		<b>1,278</b>	<b>36,031</b>					

**NOTES:**

- 1 The majority of interest (LAIF) is received quarterly.
- 2 Fraud recovery is recorded after payments are received.
- 3 These revenues are reimbursements.
- 4 Attorney services are used as needed.
- 5 HUD requires that interest earned on funds held by the Housing Authority is to be remitted to HUD. To date the amount of interest earned has been de minimus; transfers will not be made unless the amount is significant.

**City of Crescent City**  
**FY 2018-19 RV Park Fund Operating Report**  
**As of November 30, 2018**

% of Year Remaining: **58%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
<b>Revenue</b>								
Interest	1	1,000	1,622	(622)	-62%	-	(622)	-62%
Misc sales		5,000	1,482	3,518	70%	-	3,518	70%
Rental revenue non-TOT	2	90,000	38,356	51,644	57%	-	51,644	57%
Rental revenue - subject to TOT	2	270,000	166,353	103,647	38%	-	103,647	38%
Other revenue		-	-	-	-	-	-	-
<b>Revenue Total</b>		<b>366,000</b>	<b>207,813</b>	<b>158,187</b>	<b>43%</b>	<b>-</b>	<b>158,187</b>	<b>43%</b>
<b>Expense</b>								
<b>Personnel</b>								
RV Park		61,123	22,545	38,578	63%	-	38,578	63%
Admin / HR		11,888	4,313	7,575	64%	-	7,575	64%
Finance		11,462	4,269	7,193	63%	-	7,193	63%
Utilities and telephone		99,185	34,433	64,752	65%	45,813	18,939	19%
Materials and supplies		22,595	516	22,079	98%	-	22,079	98%
Contracts and services		40,285	12,476	27,809	69%	12,231	15,578	39%
Other operating uses		500	175	325	65%	-	325	65%
ISF Allocations		47,626	22,665	24,961	52%	-	24,961	52%
<b>Expense Total</b>		<b>294,664</b>	<b>101,392</b>	<b>193,272</b>	<b>66%</b>	<b>58,044</b>	<b>135,229</b>	<b>46%</b>
Debt Service	3	235,099	-	-	-	-	-	-
<b>Total Expenditures</b>		<b>529,763</b>	<b>101,392</b>					
<b>NET OPERATING RESULTS</b>		<b>(163,763)</b>	<b>106,422</b>					

*Non-TOT = visitors staying longer than 30 days*  
*Subject to TOT = visitors staying less than 30 days*

**NOTES:**

- 1 LAIF interest is received quarterly.
- 2 Revenues are highly seasonal.
- 3 Repayment of General Fund loan budgeted for this FY.

**City of Crescent City**  
**FY 2018-19 Sewer Fund Operating Report**  
**As of November 30, 2018**

% of Year Remaining: 58%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
<b>Revenue</b>								
Interest	1	31,191	21,622	9,569	31%	-	9,569	31%
Other income		15,431	14,719	712	5%	-	712	5%
Charges for services		4,415,729	1,916,735	2,498,994	57%	-	2,498,994	57%
Sewer connections	2	38,728	96,741	(58,013)	-150%	-	(58,013)	-150%
Sewer lab	3	120,347	28,417	91,930	76%	-	91,930	76%
County collection systems	4	104,278	11,056	93,222	89%	-	93,222	89%
<b>Revenue Total</b>		<b>4,725,704</b>	<b>2,089,290</b>	<b>2,636,414</b>	<b>56%</b>	<b>-</b>	<b>2,636,414</b>	<b>56%</b>
<b>Expense</b>								
Admin / HR		130,060	45,257	84,803	65%	211	84,592	65%
Finance		326,407	108,185	218,222	67%	25,508	192,714	59%
City attorney	5	26,685	4,790	21,895	82%	-	21,895	82%
Sewer lab		408,162	140,651	267,511	66%	47,418	220,093	54%
WWTP operations		1,459,396	417,912	1,041,484	71%	314,221	727,263	50%
City collection systems		281,833	90,548	191,285	68%	12,025	179,260	64%
County collection systems		104,277	38,187	66,090	63%	10,034	56,055	54%
WWTP major maintenance		781,080	144,163	636,917	82%	11,244	625,672	80%
<b>Operating Expense Total</b>		<b>3,517,900</b>	<b>989,694</b>	<b>2,528,206</b>	<b>72%</b>	<b>420,661</b>	<b>2,107,545</b>	<b>60%</b>
Debt service	6	1,400,000	1,400,000					
Transfers to CIP fund		376,800	2,081					
<b>Total</b>		<b>5,294,700</b>	<b>2,391,775</b>					
<b>Net</b>		<b>(568,996)</b>	<b>(302,485)</b>					

**NOTES:**

- 1 The majority of interest (LAIF) is received quarterly.
- 2 Connections are budgeted based on prior experience; actual results depend on the number of connections requested.
- 3 Internal lab services are billed quarterly.
- 4 Amounts depend on actual expenditures, billed quarterly.
- 5 Attorney services are used as needed.
- 6 Annual debt service payment has been made.

**City of Crescent City**  
**FY 2018-19 Water Fund Operating Report**  
**As of November 30, 2018**

% of Year Remaining: **58%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
<b>Revenue</b>								
Interest	1	12,403	10,964	1,439	12%	-	1,439	12%
Rental revenue		19,869	8,869	11,000	55%	-	11,000	55%
Other revenue	2	15,080	-	15,080	100%	-	15,080	100%
Charges for services		2,528,000	1,255,638	1,272,362	50%	-	1,272,362	50%
Water connections	3	48,400	52,099	(3,699)	-8%	-	(3,699)	-8%
Water CSD admin revenue		3,300	1,063	2,237	68%	-	2,237	68%
<b>Revenue Total</b>		<b>2,627,052</b>	<b>1,328,634</b>	<b>1,298,418</b>	<b>49%</b>	<b>-</b>	<b>1,298,418</b>	<b>49%</b>
<b>Expense</b>								
Admin / HR		134,231	47,991	86,240	64%	211	86,028	64%
Finance		323,722	115,847	207,875	64%	19,363	188,512	58%
City attorney	4	16,685	3,745	12,940	78%	-	12,940	78%
Water operations		1,537,625	489,001	1,048,624	68%	218,406	830,218	54%
Water CSD		34,199	15,467	18,732	55%	-	18,732	55%
<b>Expense Total</b>		<b>2,046,462</b>	<b>672,051</b>	<b>1,374,411</b>	<b>67%</b>	<b>237,981</b>	<b>1,136,430</b>	<b>56%</b>
Debt service	5	350,000	-					
Transfers to CIP fund		580,000	206					
<b>Total Expenditures</b>		<b>2,976,462</b>	<b>672,257</b>					
<b>Net Operating Results</b>		<b>(349,410)</b>	<b>656,376</b>					

**NOTES:**

- 1 The majority of interest (LAIF) is received quarterly.
- 2 NSF and late fees are allocated at the end of the year.  
Includes both the connection fee and charges for equipment/materials related to the connection. Water connection revenues are dependent upon new connections requested; budgets are estimated based on prior year activity and actual results will vary.
- 3 Attorney services are used as needed.
- 4 This is a placeholder to reserve cash to make the required debt service payments in December and June.

# CITY COUNCIL AGENDA REPORT



**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**BY: NACOLE SUTTERFIELD, ENGINEERING PROJECT MANAGER**

**DATE: DECEMBER 17, 2018**

**SUBJECT: STOVER ENGINEERING CONTRACT AMENDMENT FOR THE SUNSET CIRCLE MULTI-USE TRAIL PROJECT**

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## **RECOMMENDATION**

- Authorize the City Manager to sign Contract Amendment #001 with Stover Engineering in the amount of \$41,480 to complete the Plans, Specifications and Estimate for the extra work associated with the change in trail alignment for the Sunset Circle Multi-Use Trail Project.
- Approve Resolution No. 2018-74, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY

## **BACKGROUND**

At the April 9, 2018 Council meeting, a contract was awarded to Stover Engineering for project management and engineering services for the Sunset Circle Multi-Use Trail Project. As the project started to progress, the City received a letter from concerned property owners adjacent to the proposed trail alignment. In the letter property owners conveyed their concern about losing frontage from their properties and suggested a solution to the City. The suggested solution was to make Sunset Circle a one-way road starting from the north and moving towards the south. City staff met with the property owners several times to hear their concerns and discuss the proposed solution. Staff worked with Caltrans to discuss the feasibility of this solution. Ultimately, these discussions led to a change in scope. Stover Engineering submitted an estimate of \$41,480 to complete the additional work needed for the change in scope. The change in scope was approved by California Transportation Commission (CTC) November 11, 2018. Staff looked for various ways to fund the additional services needed to complete the work caused by the change in scope. It was determined the most feasible solution would be to ask the Del Norte Local Transportation Commission (DNLTC) for the additional funds. At the November 19<sup>th</sup> Council Meeting, the City Manager was authorized to sign a letter requesting additional funding through the DNLTC for the completion of additional design work for the Sunset Circle Multi-Use Trail Project. The request was approved by the Del Norte Local Transportation Commission on December 4, 2018.

## **ITEM ANALYSIS**

6

It has taken several months to work through the approval process with all of the governing agencies, which caused this project to be put on hold until all approvals were received. Due to these delays, staff is recommending Stover's contract be amended to extend through December of 2019 in addition to the additional costs associated with the new trail alignment. Currently, the City is supposed to request construction allocation in May of 2019, but with the delays, this time frame for completing the Plans, Specifications and Estimate (PS&E), and Right of Way (ROW) acquisition is unreasonable. Staff has been in contact with Caltrans throughout this whole process and Caltrans recommends requesting a time extension for the project in April 2019.

**FISCAL ANALYSIS**

This project is funded 80% through the Active Transportation Program and 20% through the DNLTC. Additional costs associated with the scope change have also been funded through the DNLTC. The original total project cost was \$800,000 and the current total project cost is \$841,480. The only cost to the City for this change is staff time preparing documents.

**STRATEGIC PLAN ASSESSMENT**

This action furthers the 2016 Strategic Plan Goal #1, Objective D to provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

**ATTACHMENTS**

1. Existing Consulting Agreement with Stover Engineering
2. Proposed contract Amendment #001
3. Stover Engineering Cost Estimate

Staff review:

  
CM

  
Finance

  
Legal

**RESOLUTION NO. 2018-74**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA  
AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY**

**WHEREAS**, on April 9, 2018 the City Council awarded a Contract for Consulting Services to Stover Engineering Stover Engineering for the preparation of Plans, Specifications, Estimate and Right of Way acquisition for SUNSET CIRCLE MULTI USE TRAIL PROJECT; and

**WHEREAS**, the conceptual design of the project was modified to reduce right of way acquisition; and

**WHEREAS**, the conceptual design change requires additional topographic survey work and addition engineering design not included in the original budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AS FOLLOWS:**

1. That the contract with Stover Engineering be amended to increase the total contract by \$41,480.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 17<sup>th</sup> day of December, 2018, by the following polled vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

**CITY OF CRESCENT CITY  
CONSULTANT AGREEMENT**

This agreement ("Agreement") entered into this 9th day of April 2018, is between the City of Crescent City, a California municipal corporation ("CLIENT") and STOVER ENGINEERING ("CONSULTANT") for the preparation of plans, specifications, right-of-way acquisition and construction estimate for the Sunset Circle Multi-Use Class 1 Trail Project.

**RECITALS**

**WHEREAS**, CLIENT has determined it is necessary and desirable to secure certain technical and professional services. The scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference; and

**WHEREAS**, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE, IT IS AGREED** by and between CLIENT and CONSULTANT as follows:

**AGREEMENT**

**1. INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

**2. SCOPE OF SERVICE.**

(a) Services to be Furnished. Subject to policy direction and approvals as CLIENT through its staff may determine from time to time, CONSULTANT shall perform the services set forth in Exhibit A attached hereto and incorporated herein by reference.

(b) Schedule for Performance. CONSULTANT shall perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Project to be completed no later than February 1, 2019.

(c) Standard of Quality. All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

(d) Compliance With Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CLIENT that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses (including a City of Crescent City Business License), permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.



### **3. COMPENSATION.**

(a) Amount of Payment. The compensation to be paid by CLIENT to CONSULTANT for the services rendered hereunder will be based on a Not-to-Exceed Amount of One Hundred Forty-Five Thousand Dollars (\$145,000.00) as specified in Exhibit B, attached hereto and hereby incorporated by reference.

(b) Additional Services. CLIENT will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

(c) Invoicing and Payment. CONSULTANT shall submit monthly invoices based on actual time and materials spent. CLIENT shall pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. The parties shall exercise good faith and diligence in the resolution of any disputed invoice amounts.

**4. PRODUCT REVIEW AND COMMENT.** CONSULTANT shall provide CLIENT with copies of each product described in Exhibit A. Upon the completion of each product, CONSULTANT shall be available to meet with CLIENT. If additional review and/or revision is required by CLIENT, CLIENT shall conduct reviews in a timely manner.

**5. TERM OF AGREEMENT.** This Agreement is effective as of the date first above written and will remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

### **6. TERMINATION.**

(a) CLIENT has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT forty-five (45) calendar days advance written notice of termination. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to CONSULTANT at the address indicated in Section 11.

(b) If CLIENT issues a notice of termination, CONSULTANT shall deliver to CLIENT copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof;

**7. AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.

**8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Except as required by law CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CLIENT without the prior written consent of CLIENT.

**9. DISCLOSURE.** CONSULTANT shall provide CLIENT with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this agreement, CONSULTANT shall disclose such service to CLIENT.

**10. INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CLIENT. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CLIENT to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

**11. NOTICE.** Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

- a. by personal delivery, effective upon receipt by the addressee;
- b. by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail (except as otherwise provided in Section 6(a)).

CLIENT: CITY OF CRESCENT CITY  
377 J Street  
Crescent City, California 95531  
Attn: City Manager  
Phone: (707) 464-7483  
FAX: (707) 465-1719

CONSULTANT: STOVER ENGINEERING  
Civil Engineers and Consultants  
PO Box 783  
711 H Street  
Crescent City, California 95531

Either party may change its address for notices by complying with the notice procedures in this Section.

**12. OWNERSHIP OF MATERIALS.** Except for CONSULTANT's pre-existing property, CLIENT is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the

request of CLIENT, CONSULTANT shall deliver to CLIENT all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(b)(ii). Reuse of work products by CLIENT for any purpose other than that intended under this agreement shall be at CLIENT's sole risk.

**13. DUTIES OF CLIENT.** CLIENT shall provide CONSULTANT with all program files, records, and information pertinent to services to be performed hereunder.

**14. BINDING AGREEMENT.** This Agreement binds the successors of CLIENT and CONSULTANT in the same manner as if they were expressly named herein.

**15. WAIVER.**

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

**16. NONDISCRIMINATION.**

(a) CONSULTANT must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital/familial status, gender, gender identity, gender expression, sexual orientation, status with regard to public assistance, or military or veteran status, or denial of family care leave.

(b) CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws.

(c) CONSULTANT agrees to post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 16(a).

**17. INSURANCE.**

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage.

	<u>Policy</u>	<u>Minimum Limits of Coverage</u>
(i)	Workers' Compensation	Statutory
(ii)	Comprehensive Automobile	Bodily Injury/Property Damage

	Insurance Services Office, form #CA 0001	\$100,000/300,000 BI each accident \$25,000 PD
(iii)	Errors and Omissions	\$1,000,000 per claim and \$2,000,000 annual aggregate
(iv)	Commercial General Liability	\$1,000,000 per occurrence, including products and completed operations, property damage, bodily injury and advertising injury

(b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CLIENT.

(c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CLIENT, its officers, officials, employees, and volunteers, with the exception of Errors and Omissions. Any insurance or self-insurance maintained by CLIENT, its officers, officials, employees, or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it;
- (ii) Each insurance policy required by this Section must be endorsed to state that coverage may not be cancelled by the insurance company except after giving CLIENT 30 days' prior written notice by mail. CONSULTANT agrees to provide in writing that there will be no CONSULTANT ordered (1) cancellation of a required insurance policy, or (2) reduction of required insurance policy limits without 30 days prior written notice to CLIENT by CONSULTANT.

(d) Verification of Coverage. CONSULTANT must provide copies of all required insurance Declarations.

## 19. WORKERS' COMPENSATION.

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CLIENT, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CLIENT.

**20. INDEMNIFICATION.** CONSULTANT shall indemnify and hold harmless CLIENT, its officers, employees, elected officials and any other entity or person for which CONSULTANT is legally liable, against and from any liabilities, judgments, awards or damages, including attorney's

fees recoverable under applicable law, that CLIENT incurs from claims by third parties, to the extent caused by the negligent or willful misconduct of CONSULTANT, its employees, officers and any other entity or person for which CONSULTANT is legally liable, while performing its obligations under this Agreement. CLIENT expressly agree that the indemnity contained in this Article does not include, and in no event shall CONSULTANT be required to assume, under this Agreement or otherwise, any obligation or duty to defend any claim covered by the foregoing indemnity unless the defense is provided by CONSULTANTS business insurance policy(ies). CONSULTANT has no obligation to pay for any of CLIENT'S defense related cost (including reasonable attorney's fees, costs and expenses), prior to a final determination of liability, or to pay any amount that exceeds CONSULTANT'S finally determined percentage of liability based upon CONSULTANT'S proportionate percentage of fault. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Indemnity provision from each and every consultant retained by CONSULTANT. CONSULTANT is not obligated to indemnify CLIENT for CLIENT'S active or sole negligence or willful misconduct.

**21. CONFLICT OF INTEREST.** CONSULTANT shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT'S interest. CONSULTANT shall immediately notify CLIENT of any and all violations of this Section upon becoming aware of such violation.

**22. TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2. CONSULTANT will complete professional services described in this Agreement as expeditiously as is consistent with, and limited to, CONSULTANT's standard of care. However, it is expressly agreed that CONSULTANT shall not be held responsible for delays in performance occasioned by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of CLIENT to timely furnish information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by CLIENT or contractors at any level. When such delays beyond CONSULTANT's reasonable control occur, CLIENT agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement.

**23. SEVERABILITY.** If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

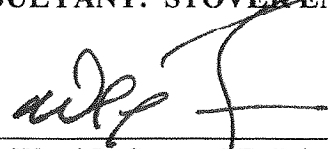
**24. GOVERNING LAW AND CHOICE OF FORUM.** This Agreement will be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of Del Norte County.

**25. COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

Executed by CLIENT and CONSULTANT on the date shown next to their respective signatures.


**CONSULTANT: STOVER ENGINEERING**

DATED: 4-2-18


BY:   
Ward L. Stover, PE, Principal

**CLIENT: CITY OF CRESCENT CITY**

DATED: 4/9/18

BY:   
Eric Wier, Interim City Manager

**APPROVED AS TO FORM:**

  
Martha Rice, City Attorney

**EXHIBIT A**

**SCOPE OF WORK**

See attached Scope of Work and Project Understanding Letter dated March 28, 2018 titled  
“Negotiated Fee Proposal – 2018 Sunset Circle Multi-Use Class 1 Trail Project”

# EXHIBIT A

## Negotiated Fee Proposal 2018 Sunset Circle Multi-Use Class 1 Trail Project

### Consultant Services

#### Task 1 – Project Management and QA/QC

- Manage project team and subconsultants
- Review reports and final documents before releasing to Client
- Review outgoing invoices as well as sub-consultant invoices for inconsistencies and non-reimbursable items
- Track budgets and schedule

#### Task 2- Project Kickoff

- a. Attend a project kickoff meeting involving all City staff that may be involved with the project
- b. Prepare agenda with City review. Notes from Kick-off meeting will be taken and disseminated shortly after meeting. Revise notes as necessary
- c. The project area is that indicated in the Request for Proposal
- d. Establish delivery dates of project elements

#### Task 3 – Collect Design Data

- a. Collect all existing known data related to the project area. Agencies to be consulted include City, County, Pacific Power, Frontier Communications, and Charter Cable. Request USA underground prior to task 3a.
- b. Prepare outline of all data collected, persons interviewed, and information not available. Provide copy of outline to City staff.

#### Task 4- Survey

- a. Research County records, deeds, maps and easements. Review records for conflicts and resolve boundary. Prepare survey control map. Conduct field boundary, topographic, and planimetric survey of project site. Limits of survey to be generally fifty feet from existing centerline of trail, except at intersections which may be greater, unless conditions prohibit such work. Survey limits include the northerly road improvements of Sunset Circle and picking up sufficient monuments to define the norther property line of Sunset Circle. Survey to be tied to existing Right of Way survey control. All survey fieldwork labor shall be paid at State Prevailing Wage for surveyors.
- b. Prepare as-built survey plan and profile. 1-foot contours. All fixed works to be identified to the nearest 0.01 foot. Scale as agreed to by City. Right-of-way as monumented will be indicated on as-built survey plot.
- c. Prepare appraisal map exhibit and preliminary legal descriptions for right-of-way acquisition areas after preliminary plan is approved by City.
- d. Prepare final legal descriptions for new deeds after City approves appraisals.
- e. Prepare record of survey and place right-of-way monumentation after Right-of-Way Certification.



# EXHIBIT A

## Negotiated Fee Proposal 2018 Sunset Circle Multi-Use Class 1 Trail Project

### Deliverables

- a. As-built survey of the entire project area including found property monuments
- b. Appraisal map of all land to be acquired for the project
- c. Preliminary and final legal descriptions
- d. File record of survey for monuments set for the acquired right-of-way

### Task 5 – Develop Design Criteria Memorandum

- a. Compile information from Tasks 2-4 as well as ongoing meetings with City staff. Prepare an outline of all the design criteria and constraints to be used for design of the project.
- b. Submit a copy of the memorandum to City. Design will not proceed until City staff approves design criteria memorandum. Meet with City to review memo.

### Task 6 – Develop Plans, Specifications and Estimates (PS&E)

#### Subtask 6.1 – Develop Preliminary Plan

- a. Prepare design schematic of horizontal alignment on as-built survey drawing prepared under Task 4. Schematic to be based on the design criteria established from Tasks 2-5 above, and preliminary conceptual layout.
- b. Meet with City to review preliminary plan as this plan will be the basis for right-of-way appraisal map

#### Deliverable:

- a. One copy of the preliminary plan in PDF format.
- b. One copy of the appraisal map

#### Subtask 6.2 – Develop 50% PS&E

- a. Prepare drainage plan in accordance with Task 4. The drainage plan will be prepared using as-built survey data from Task 3 as well as City provided topographic mapping of the general area. It is also assumed that the drainage plan will be prepared using manual methods in general accordance with the Del Norte County Flood Drainage Study and Sonoma County Flood Control Design.
- b. Provide one copy of the preliminary drainage plan, which will include drainage basin and design calculations. Hydraulic calculations for the stream beds and culverts more than ten feet downstream from the proposed improvements are not included in this agreement.
- c. Prepare proposed alignment and grades based on Task 6.1 above. Plans to be prepared using English units. Scale to be 1" = 20' to 1" = 40' based on what is agreed upon in Section 1. Plans plotted on 22' x 34" sheets so true half size reductions fit on 11 x 17

## EXHIBIT A

### Negotiated Fee Proposal 2018 Sunset Circle Multi-Use Class 1 Trail Project

- sheets. Prepare cross sections at 50-foot intervals. Plans to conform to City standards as approved in Section 4.
- d. Prepare outline template for Specifications. Specifications to follow CSI Format or Caltrans standard special provisions format as approved by the City.
  - e. Meeting with City. City to approve all items in Subtask 6.2 prior to proceedings to other work.

#### Deliverable:

- a. Provide one set of reproducible plans on reproducible bond. Provide one set of special provisions on 8 ½ x 11 bond. Provide both in PDF format.

#### Subtask 6.3- Prepare 90% Design PS&E

- a. Prepare construction drawings including all elements for construction. Plans will include drainage, trail, striping plan, and other necessary improvements for the proposed alignment and grades. Prepare special provisions addressing all improvements indicated on the plans.
- b. Prepare lighting and single line electrical diagram for the bollards
- c. Prepare detailed construction specifications. Incorporate all federal, State and Local Contract requirements. Use the required Federal Contract requirements as referenced in the LAPM.
- d. Prepare engineer's estimate based on the plans and specifications in this Subtask.
- e. Coordinate utility relocations with Utility Companies.
- f. Prepare Erosion Control Plan conforming to LAPM. It is assumed that the area to be disturbed is less than 1 acre, therefore a Statewide General Construction Storm water permit will not be required.
- g. Prepare Temporary Traffic Control Plan conforming to LAPM. It is assumed the City has a Local Agency Policy for Work Zone Safety if one is required by the funding source.
- h. Submit plans to the Division of State Architect (DSA) to review and approve the trail for Accessibility.
- i. Meet with the City to review 90% PS&E

#### Deliverable:

- a. Provide one set of reproducible plans on reproducible bond. Provide one set of special provisions on 8 ½ x 11bond. Provide both in PDF format.

## EXHIBIT A

### Negotiated Fee Proposal 2018 Sunset Circle Multi-Use Class 1 Trail Project

#### Subtask 6.4 – Prepare Final Plans, Specifications, and Estimates.

- a. Prepare final plans, specifications and estimate based on comments received from City and DSA.
- b. Stamp and sign Plans and Specifications.
- c. Prepare PS&E Checklist and PS&E Certification to be submitted to Caltrans Local Assistance.
- d. Attend one City Council Meeting to present final project.

#### Deliverables:

- a. One set of project specifications in PDF format as well as one copy on 8.5 x 11; One set of plans on 22x34 Mylar as well as PDF for reproduction
- b. PS&E Checklist and PS&E Certification.

#### Task 7- Right-of-Way Acquisition

Detailed scope of services and deliverables for BRI under this task can be found in Appendix A of the Proposal and Statement of Qualifications. In general, BRI will:

- a. Gather preliminary information for appraisal.
- b. Prepare Notice of Decision to Appraise.
- c. Obtain appraisal maps and initial layout sheets from Stover as approved by the City. Land to be acquired and whether the acquisition is likely going to condemnation. Condemnation assistance is not included in the scope of services but can be provide if requested and added to scope of services.
- d. Obtain Appraisal reviews if required
- e. Provide right of way acquisition services, including offers and negotiations.
- f. Provided Escrow Services
- g. Prepare Right of Way Certification

#### Task 8 – Bid Assistance

- a. Attend one pre-bid conference
- b. Review and respond to requests for information (RFI) during the bid phase

#### Deliverable:

- a. Written response to each RFI

#### Task 9 – Construction Management

- a. Review and respond in a timely manner to all RFI's from Contractor
- b. Provide technical support as may be requested by the City related to RFI's and change orders.

## **EXHIBIT A**

### **Negotiated Fee Proposal 2018 Sunset Circle Multi-Use Class 1 Trail Project**

- c. Submittal reviews were not requested in the scope of services but can be added if requested later.

Deliverable:

- a. Written response to each RFI

**EXHIBIT B**

**TERMS OF PAYMENT**

CONSULTANT will bill at the hourly rate listed below up to and not to exceed **\$145,000**. This not-to-exceed amount is inclusive of all charges including mileage and copies.

Please see attached fee schedule dated March 28, 2018.

Task Description	Maximum Hourly Rate	Estimated Level of Effort, Hours								Total Hours	Labor, \$	Subcon, \$	ODC, \$	TOTAL, \$
		WARD - PE	RYAN - PE	JON - PE	JOSH - TECH	GARRET - TECH	PARTY CHIEF	RODMAN	SHAYLA - ADMIN					
		132	119	107	60	83	146	123	60					
1. Project Management - QA/QC (Assume 10 Month Schedule)	60									60	7,920	w/ mark-up		7,920
2a. Project Kickoff	4	4	4							12	1,432			1,432
2b. Prepare Agenda/Minutes			4							4	428			428
3a. Collect Existing Data			16							16	1,712			1,712
3b. Prepare Data Memo			4							4	428			428
4a. Conduct Field Survey		15			8	16	16			55	6,753			6,753
4b. Prepare As-Built Plan/Topo		4			16					20	1,804			1,804
4c. Prepare Appraisal Map		12			8					20	2,092			2,092
4d. Prepare Final Legal Descriptions for Each Parcel (6)		8			8					16	1,616			1,616
4e. Set Pins and prepare Record of Survey Map		4			12	12	12			40	4,700			4,700
5a. Design Requirements and Criteria Memo				8						8	856			856
5b. Design Criteria Meeting with City	2		2							4	478			478
6.1a. Prepare Preliminary Plan			24		20					44	4,228			4,228
6.1b Review Meeting with City Staff	2		2							4	478			478
6.2a. Prepare Drainage Plan - 50%			12		4					16	1,616			1,616
6.2c Prepare Plan & Profile with standard plan and notes - 50%			24		24					48	4,560			4,560
6.2d. Outline Specs - 50%			8							8	856			856
6.2e. 50% Review Meeting with City			2							2	214			214
6.3a. Prepare Construction Drawings - 90%			40		50					90	8,430			8,430
6.3b. Prepare Lighting Plan - 90%			8		8					16	1,520			1,520
6.3c. Prepare Detailed Specifications - 90%			16	16						32	2,672			2,672
6.3d. Prepare Engineer's Opinion of Construction Cost - 90%			8	8						16	1,336			1,336
6.3e. Coordinate Utility Relocation			8							8	856			856
6.3f. Prepare Erosion Control Plan			12		12					24	2,280			2,280
6.3g. Prepare Temporary Traffic Control Plan - 90%			8		8					16	1,520			1,520
6.3h. Submit Plans to DSA			4					2		6	548			548
6.3i. 90% review meeting with City			2							2	214			214
6.4a. Prepare Final PS&E			16		16					32	3,040			3,040
6.4b. Stamp and Sign PS&E			2		1					3	297			297
6.4c. Prepare PS&E Checklist and Certification			4							4	428			428
6.4d. Attend City Council Meeting	2		2							4	478			478
7. Right of Way Acquisition - SEE BRI Detailed Estimate - No Markup		2								2	238	71,270		71,508
8. Bid Assistance (includes pre-Bid Conference)			20		8					28	2,804			2,804
9. Construction Management			40							40	4,280			4,280
Reimbursibles (Copies, Mileage, Postage)										-	-		618	618
<b>TOTAL</b>		<b>70</b>	<b>49</b>	<b>300</b>	<b>24</b>	<b>203</b>	<b>28</b>	<b>28</b>	<b>0</b>	<b>2</b>	<b>704</b>	<b>73,112</b>	<b>71,270</b>	<b>145,000</b>

SUNSET CIRCLE MULTI-USE CLASS 1 TRAIL PROJECT  
CITY OF CRESCENT CITY, DEPARTMENT OF PUBLIC WORKS

PROJECT ESTIMATE

Sunset Circle Multi-Use Class 1 Trail Project		
TASK	Service/Cost per Deliverable	COST
Task 1.	Planning/ Project Management & Certification - 20 hrs. @ \$190/hr.	\$3,800
Task 2	Appraisal Services Non-Complex Report - 3 Parcel @ \$3,750/parcel Complete Appraisal Reports - 3 Parcels @ \$5,000/parcel	\$11,250 \$15,000
Task 2A	Appraisal Review - 3 Appraisal Reviews @ \$1,800/parcel	\$5,400
Task 3	Acquisition Services 6 @ \$4,000/parcel	\$24,000
Task 4	Escrow services 6 @ \$750/parcel	\$4,500
Direct	Title Report 6 @ \$750/parcel	\$4,500
Direct	Travel and Postage	\$2,820
TOTAL:		\$71,270

2018 BILLING RATES

Cydney Bender Reents, MAI	\$425/hr.*
David Wraa, MAI, ARA, AI-GRS	\$330/hr.*
Bob Morrison, PE, CA Real Estate Broker	\$330/hr.*
Principal Project Manager	\$250/hr.
Senior Project Manager	\$190/hr.
Project Manager	\$160/hr.
Senior Quality Control Auditor	\$175/hr.
Senior Project Controller	\$155/hr.
Quality Control Auditor	\$125/hr.
Project Controller	\$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$180/hr.*
Senior Appraiser	\$165/hr.
Appraiser	\$140/hr.
Junior Appraiser	\$110/hr.
Senior Acquisition Agent	\$160/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Specialist	\$155/hr.
Relocation Specialist	\$135/hr.
Senior Project Coordinator	\$130/hr.
Project Coordinator	\$100/hr.
Principal Land Agent	\$140/hr.
Senior Land Agent	\$120/hr.
Land Agent II	\$105/hr.
Land Agent I	\$90/hr.
Researchers	\$ 80/hr.
Administration Support II	\$ 75/hr.
Administrative Support I	\$ 60/hr.

\*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.



**EXHIBIT C**

**SCOPE OF WORK**

See attached Scope of Work and Project Understanding titled –“BRI Scope of Work Sunset Circle Multi-Use Class 1 Trail Project”

## **Exhibit C**

### **BRI Scope of Work Sunset Circle Multi-Use Class 1 Trail Project**

#### **General Right of Way Task Services**

##### **ROW Task 1 Project Management and Certification**

Coordinate with the City and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with City and Engineering Consultant to complete the Right of Way Certification for City's submittal.

##### **ROW Task 2 Right of Way Appraisals**

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and / or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/ or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

## Exhibit C

### BRI Scope of Work Sunset Circle Multi-Use Class 1 Trail Project

#### **ROW Task 2A Right of Way Appraisal Review**

If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

#### **ROW Task 3 Right of Way Acquisition**

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the City's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the City believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after impasse has been reached. To reach impasse:
  - a. Go through the acquisition steps outlined; plus
  - b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
  - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify their counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.

## **Exhibit C**

### **BRI Scope of Work Sunset Circle Multi-Use Class 1 Trail Project**

10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

#### **ROW Task 4 Title and Escrow Services**

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

#### **Condemnation Support (optional task)**

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the City staff by preparing staff reports and presentations to the City Council for the Resolution of Necessity (RON). In addition, we will work with the City legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.



City of Crescent City  
 377 J Street  
 Crescent City, CA 95531  
 (707) 464-9506

Contract Amendment. 001

Project Title: The Sunset Circle Multi-Use Trail Project

Date: 12/18/2018 Consultant: Stover Engineering

Original Contract Date: April 9, 2018

**SUMMARY OF CHANGES**

The following changes are hereby made to the Agreement:

Add additional design work for new proposed trail alignment outlined in adder to original agreement dated 9/19/18 for \$41,480 (attached hereto).

**CHANGES TO CONTRACT PRICE:**

The contract price is amended as follows:

Original Contract Amount:	\$145,000.00 (NTE)
Previous Amendments:	\$ 0.00
Proposed Amendment:	
Add Sunset Circle New Trail Alignment (12/17/2018)	\$ <u>41,480.00</u>
Total Contract Amount including Amendment:	\$ <u>186,480.00</u> (NTE)

**CHANGES TO CONTRACT TIME:**

The contract time for project completion is extended from February 1, 2019 to December 6, 2019.

**APPROVALS REQUIRED**

To be effective, this Amendment must be approved by the following:

Accepted/Approved by:

Crescent City CM: Eric Wier

Date \_\_\_\_\_

Stover Engineering: Ward Stover

Date \_\_\_\_\_

Sunset Circle Multi-Use Class 1 Trail  
 Adder to Original Agreement

9/19/18

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	Task Description	Estimated Level of Effort, Hours									Total Hours	Labor, \$	Subcon, \$	ODC, \$	TOTAL, \$
		WARD - PE	RYAN - PE	JON - PE	JOSH - TECH	GARRET - TECH	PARTY CHIEF	RODMAN	SHAYLA - ADMIN						
2	Maximum Hourly Rate	132	119	107	60	83	146	123	60						
3															
4	Task Description												w/ mark-up		
5	1. Project Management - QA/QC (add 3 Months to Schedule)	18									18	2,376			2,376
6	2a. New Schematic Design Review Meeting	2	2								4	502			502
7	2b. Prepare Agenda/Minutes		4								4	476			476
8	4a. Additional Field Survey						8	8			16	2,152			2,152
9	4b. Additional As-Built Plan/Topo		2			8					10	902			902
10	4c. Prepare Appraisal Map for North Properties		8			8					16	1,616			1,616
11	4d. Prepare Final Legal Descriptions for Additional (6) Properties		8			8					16	1,616			1,616
12	4e. Set Pins and Prepare Record of Survey Map Additional (6) Properties		4			12	12	12			40	4,700			4,700
13	5c. Design Requirements and Criteria Memo, Road and Signage	1	8								9	1,084			1,084
14	5d. Design Criteria Meeting with City, Road and signage	2	2								4	502			502
15	6.1c. Prepare Preliminary Plan for Roadway		24			20					44	4,516			4,516
16	6.1d. Review of Road Plan with City Staff (Meeting)	2	2								4	502			502
17	6.2a. Prepare Drainage Plan - Additional area and road		6			2					8	880			880
18	6.2f. Prepare Road Plan & Profile with standard plan and notes - 50%		24			24					48	4,848			4,848
19	6.3a. Prepare Construction Drawings additional		24			32					56	5,512			5,512
20	6.3b. Prepare Lighting Plan - new system		8			8					16	1,616			1,616
21	6.3d. Prepare Engineer's Opinion of Construction Cost - 90% Adder		8		4						12	1,192			1,192
22	6.3f. Prepare Erosion Control Plan Adder		4			4					8	808			808
23	6.4a. Prepare Final PS&E Adder		8			8					16	1,616			1,616
24	10. Turning movement, right to park, right from park, east intersection		8			12					20	1,948			1,948
25	11. Caltrans Coordination		8			8					16	1,616			1,616
26	12. Fire Department Approval for conceptual design		4			4									
27	Reimbursibles (Copies, Mileage, Postage)													500	500
28															
29	R/W Acquisition Services for 6 Additional Parcels on the North Side	assumes no additional R/W is required.													
30															
31															
32	<b>TOTAL</b>	25	166	0	4	158	20	20	0	0	385	40,980	-	500	\$ 41,480
33															
34	Work Invoiced on 4544.1 through 7/31/18														\$ 1,510.25
35	Revised based on assumption that there is no RW needed north of road.														\$ 42,990.25



## CITY COUNCIL AGENDA REPORT

**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**  
**FROM: ERIC WIER, CITY MANAGER**  
**BY: ERIC TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**  
**DATE: DECEMBER 17, 2018**  
**SUBJECT: USDA RADIO GRANT**

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### RECOMMENDATION

- Authorize the City Manager to accept USDA grant funding in the amount of \$64,500 for the procurement of new handheld and portable radios for emergency operations.
- Adopt Resolution No. 2018-73 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 18-19 BUDGET OF THE CITY OF CRESCENT CITY

### BACKGROUND/ANALYSIS

The United States Department of Agriculture (USDA) administers the Community Facilities Grant program. The program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. Funding under the program can also be used to purchase equipment that is used to provide essential community services. In recent years the City has utilized this funding source to purchase emergency vehicles & equipment.

Early in 2018, the City applied to the United States Department of Agriculture (USDA) for grant funding to be used for the purchase of new handheld and portable radios. The radios will be utilized by emergency responders including Police and Fire personnel, as well as public works personnel. In August of 2018, the City received correspondence from USDA confirming the granting of funds for the requested amount (refer to attached Letter of Commitment for further details). Staff is seeking Council approval for the acceptance of USDA grant funds for the purchase of new handheld and mobile radios.

## FISCAL ANALYSIS

The City is proposing to purchase 30 new handheld radios and 10 new vehicle mounted radios for the purchase price of \$86,165. The USDA grant will cover 75% percent when the proposed project is in a rural community having a population of 5,000 or fewer; and the median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income. Therefore, the City was awarded \$64,500 in USDA grant funding & the City will need to cover the remaining 25% totaling \$21,665. As the exact grant award amount was unknown during the FY19 budget process only a portion of the grant revenue and expenses were included in the approved 2018-2019 fiscal year budget. The proposed budget amendment resolution includes the appropriate budget amendments in the Water, Sewer, and General Fund to fund the radio purchases. All proposed amendments include adjusting the revenues and expenses equally, resulting in a net zero effect on the fund balance. Any project expenses above this amount will be covered by the amount already included in the budget for this expected expenses, or absorbed into the existing departmental budget.

## ATTACHMENTS

- USDA Letter of Commitment
- Resolution No. 2018-73 – A resolution of the City Council of the City of Crescent City Amending the Fiscal Year 18-19 Budget of the City of Crescent City

  
CM

  
Finance





August 14, 2018

Eric Taylor  
Community Development Director  
Crescent City  
377 J Street  
Crescent City, CA 95531

Subject: Letter of Conditions for a Community Facilities Program Grant to Purchase new two way radios for emergency operations.

Dear Mr. Taylor:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to their application. Any changes in project cost, source of funds, scope of services, or any other significant change in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development grant not to exceed \$64,500. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development.

**Project Budget**—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

a.	<u>Project Cost</u>	<u>Total</u>	<u>USDA Grant</u>	<u>Applicant</u>
	Equipment	\$86,165	\$64,500	\$21,665
	<b>TOTAL:</b>	<b>\$86,165</b>	<b>\$64,500</b>	<b>\$21,665</b>

b.	<u>Source of Funds</u>	
	USDA Grant	\$64,500
	Applicant	\$21,665
	<b>TOTAL:</b>	<b>\$86,165</b>

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—16) must be satisfied prior to grant closing or before construction begins, whichever occurs first, in either case not later than six (6) months from the date of this letter. **In the event the project has not advanced to the point of construction within six (6) months, USDA Rural Development reserves the right to discontinue the processing of the application.**

**“The applicant should not make any announcement on being selected for this funding until this selection has been announced by the Agency.**

**Anne Hazlett, Assistant to the Secretary for Rural Development, plans to make the funding announcement on August 23, 2018”.**

If you have any questions, feel free to contact this office.

Sincerely,



Reef Atwell-Smith  
Community Programs Specialist

cc: Anita Lopez, Community Facilities Program Director, USDA Rural Development, Davis

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ATTACHMENT TO LETTER OF CONDITIONS

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**SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST**

**1. Disbursement of Funds**

- a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of \$21,665. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed.
- b. The applicant's contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started.
- c. Agency funds will not be used to pre-finance funds committed to the project from other sources

**2. Security Requirements**

- a. The applicant will be required to complete and execute Form RD 3570-03, "Community Facilities Grant Agreement" prior to grant closing.
- b. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.
- c. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified.

**3. Insurance and Bonding Requirements**—The applicant must provide evidence of adequate insurance and fidelity bond coverage by loan closing or start of construction, whichever occurs first. Adequate coverage, in accordance with USDA Rural Development's regulations, must then be maintained for the life of the loan. It is the responsibility of the applicant and not that of USDA Rural Development to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting engineer, and/or insurance provider(s).

- a. Property Insurance—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein. Provide USDA Rural Development with proof of coverage and attach Lender's Loss

- 
- Payable Endorsement (438 BFU or equivalent) naming the UNITED STATES OF AMERICA as lender.
- b. Workers' Compensation Insurance—The applicant will be required to carry workers' compensation insurance for all employees in accordance with California law. Provide USDA Rural Development with proof of coverage.
  - c. General liability and vehicular coverage must be maintained—Provide USDA Rural Development with proof of coverage..
4. **Civil Rights & Equal Opportunity**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:
- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).
  - b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
  - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
  - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of

charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

The applicant is subject to a pre-loan closing civil rights compliance review by USDA Rural Development.

As a recipient of Rural Development funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

#### Non-Discrimination Statement

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)."

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that "This institution is an equal opportunity provider and employer."

5. **Environmental Reviews**— The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, USDA Rural Development applicants are required to notify USDA Rural Development and comply with such mitigation measures. Failure by an applicant

to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the CEQA and NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

N/A.

6. **Electronic Funds Transfer**—All loan funds will be transferred to borrowers via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in Borrower's account two business days after the USDA processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the USDA Servicing Office at least 45 days prior to the date of loan closing. Failure to do so could delay grant closing.
7. **Central Contractor Registration and Universal Identifier Requirements**—You as the recipient must maintain the currency of your information in the Central Contractor Registration (CCR) until you submit the final financial report required under this award and all grants funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>) You as the recipient may not make a sub-award to an entity unless the entity has provided its Data Universal Numbering System (DUNS) number to you. Sub-recipients with sub-awards of \$25,000 or more must also have and maintain a current CCR registration.

## **SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING CONSTRUCTION**

1. **Disbursement of Grant Funds**—USDA Rural Development funds will be advanced as they are needed in the amount(s) necessary to cover the Rural Development proportionate share of obligation due and payable to the Grantee. Interest earned on grant funds in excess of \$250 for Nonprofits and \$100 for Public Bodies per year will be submitted to Rural Development at least quarterly, as required in 2 CFR part 200 as applicable.
2. **Monthly Reporting**— The applicant must monitor and provide a monthly reports to USDA Rural Development on actual performance for each project financed, or to be financed, in whole or in part with USDA Rural Development funds. For construction projects, include Forms RD 1924-18, "Partial Payment Estimate"; RD 1924-7, "Contract Change Order"; SF-271, "Outlay Report and Request for Reimbursement for Construction Programs"; and Project Daily Inspection Reports for construction projects. For non-construction projects, Form SF-270, "Request for Advance or Reimbursement," will be submitted with paid invoices.

2. **Final Inspection**—A final inspection will be made by USDA Rural Development on the component USDA is financing before final payment is made.
3. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from USDA Rural Development.

### **SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION**

1. **Financial Statements**—To be submitted on an annual basis in accordance with the following:
  - a. A borrower that expends \$750,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of OMB Circular A-133. As described above, the total federal funds expended from all sources shall be used to determine federal financial assistance expended. For Community Facility Projects in years after the funds are expended, principal and interest balances are not considered as federal funds. Projects financed with interim financing are considered federal expenditures. OMB Circular A-133 audits shall be submitted no later than 9 months after the end of the fiscal year.
  - b. For local governments and Indian tribes, an audit in accordance with State or local law or regulation or regulatory agency requirements must be submitted when you expend less than \$750,000 in Federal financial assistance per fiscal year. These audits shall be submitted to USDA no later than 150 days after the end of the borrower's fiscal year.
  - c. All borrowers exempt from USDA audit requirements and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish USDA with annual financial statements, consisting of a verification of the organization's balance sheet and statement of income and expenses. The recipient may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information.
2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.

**RESOLUTION NO. 2018-73**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA  
AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY**

**WHEREAS**, the budget for the fiscal year beginning July 1, 2018, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 4<sup>th</sup> day of June 2018; and

**WHEREAS**, the City Council adopted said budget and has the authority to amend said budget from time to time; and

**WHEREAS**, the City has been awarded a USDA grant to purchase handheld and portable radios for the Police, Fire, and Public Works departments to aid in emergency operations; and

**WHEREAS**, the City included the estimated expenses and revenues associated with this grant in the Fiscal Year 2018-19 budget; however the actual grant award is higher than originally estimated; and

**WHEREAS**, public safety and emergency preparedness is a high priority for the City; and

**WHEREAS**, the fulfillment of these priorities requires an amendment to the adopted budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCENT CITY THAT THE FISCAL YEAR 2018-19 ANNUAL BUDGET IS HEREBY AMENDED AND APPROPRIATED IN THE AMOUNTS IDENTIFIED BELOW:**

<b>Fund</b>	<b>Revenue Increase</b>	<b>Expenditure Increase</b>
General Fund	\$8,804	\$8,804
Water Fund	\$5,113	\$5,113
Sewer Fund	\$5,113	\$5,113

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City, California on this 17th day of December, 2018, by the following polled vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk



# CITY COUNCIL AGENDA REPORT



**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, DIRECTOR OF FINANCE** *LL*

**DATE: DECEMBER 17, 2018**

**SUBJECT: CDBG SUBRECIPIENT AGREEMENT WITH NORTH COAST RAPE CRISIS TEAM**

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## RECOMMENDATION

- Approve CDBG subrecipient agreement between the City of Crescent City and the North Coast Rape Crisis Team for sexual assault and battered/abused spouses services under the 17-CDBG-12092 Community Development Block Grant, and authorize City Manager to sign the agreement

## BACKGROUND

The Community Development Block Grant (CDBG) program is a federally funded program through the Department of Housing and Urban Development (HUD) which provides grant assistance for programs associated with economic development and services to low income individuals and families. As a small jurisdiction, Crescent City applies for CDBG funding through the California Department of Housing and Community Development (HCD).

The State released a Notice of Funding Availability (NOFA) on September 1, 2017. In anticipation of this NOFA, city staff conducted extensive public outreach beginning in July 2017 to gather public input on project priorities. The projects selected by the Council for the final application included the following:

Public Infrastructure – Storm Drain	\$4,093,023
Public Services – Rape Crisis Center	\$221,134
Public Services – Code Enforcement	\$243,982
Planning/Technical Assistance – Economic Development Plan	\$93,023
General Grant Administration	\$348,837

On July 10, 2018, the City was notified that its application was approved and the grant agreement was executed on October 10, 2018. The next step is for each project to clear a set of General Conditions, which differ depending on the type of project.

The Public Services – Rape Crisis Center project will be administered through a subrecipient, and the subrecipient agreement between the City and the North Coast Rape Crisis Team must be approved as part of the General Conditions for this project.

### **ITEM ANALYSIS**

During the grant application phase, the City selected the North Coast Rape Crisis Team (NCRCT) as a subrecipient under this CDBG grant. NCRCT will administer the public services program on behalf of the City. The project involves expanding an existing rape crisis service to increase the number of clients served and to expand the services offered. NCRCT will provide emergency shelter, food, and transportation to victims of sexual assault, human trafficking, and domestic violence, as well as conduct outreach, education, and prevention programs.

As a subrecipient, NCRCT will be held to the same state and federal requirements as the City under the CDBG program. City staff provides training to subrecipients on meeting these requirements, audits the subrecipient's reports at least quarterly, and performs a thorough monitoring at least once per year during the grant program.

### **FISCAL ANALYSIS**

The subrecipient agreement has a not-to-exceed amount of \$221,134 and functions on a reimbursement basis. NCRCT will expend funds providing the program and then submit reimbursement requests and progress reports to the City. After auditing the reports, the City will reimburse NCRCT for its eligible expenses. The City will then request reimbursement from the State under the grant program. City staff time, consultant time, and other costs associated with administering and monitoring the project will be covered by the General Administration portion of the CDBG grant.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(A): Enhance collaboration with other agencies and the community to better aid the public
- Goal 2(B): Support community organizations that provide measurable services to the community
- Goal 2(F): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

ATTACHMENT

1. Subrecipient Agreement Between the City of Crescent City and North Coast Rape Crisis Team for Sexual Assault Services

Staff review:

  
CM

  
Legal

**SUBRECIPIENT AGREEMENT  
AGREEMENT BETWEEN THE CITY OF CRESCENT CITY  
AND  
NORTH COAST RAPE CRISIS TEAM  
FOR  
SEXUAL ASSAULT SERVICES**

This subrecipient agreement (herein called the "Agreement"), entered as of the date set forth below by and between the City of Crescent City, a California municipal corporation (herein called the "GRANTEE") and Rural Human Services, a California nonprofit corporation (herein called the "SUBRECIPIENT").

WHEREAS, the GRANTEE has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist the GRANTEE in utilizing such funds;

NOW THEREFORE, the parties agree as follows:

**I. FUNDING AVAILABILITY AND USE**

A. Contingent on funding

The terms of this Agreement are valid and enforceable only to the extent to which funds are made available to the GRANTEE by the United States Government and the State of California for the purposes of the Community Development Block Grant Program.

B. Limitation on Use of Funds

Grant funds may be used only for the activities described in this Agreement and any properly executed amendment thereto. Funds found to have been expended improperly or for which sufficient documentation is not available must be repaid by the SUBRECIPIENT to the GRANTEE.

**II. SCOPE OF SERVICE**

A. Activities

The SUBRECIPIENT will be responsible for administering Sexual Assault Services, including service for battered and abused spouses, using CDBG grant funding under CDBG Grant No. 17-CDBG-12092 in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

**1. Program Delivery**  
Sexual Assault Services

**2. General Administration**

SUBRECIPIENT may charge those general administration, supervision, and management costs directly associated with provisions of the above services. Indirect costs may not be charged to the grant without prior written approval of the GRANTEE and State CDBG program staff. Costs for items whose benefits are shared by programs other than the CDBG-funded program may only be allocated to the CDBG-funded program in proportion to the benefit received by the CDBG-funded program. Such shared items and the method for determining the proportion resulting in benefit to the CDBG-funded program must be properly documented in accordance with CDBG program requirements and approved by the GRANTEE.

**3. Fundraising**

No costs or expenditures including but not limited to staff costs, supplies, advertising or other operating costs associated with fundraising activities may be charged to the grant.

**B. National Objectives**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; (3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

**C. Levels of Accomplishment**

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the following levels of program services:

Sexual Assault Services to benefit Low/Moderate Income individuals meeting the requirements of the Department of Housing and Community Development.

**D. Reporting Requirements**

SUBRECIPIENT agrees to provide quarterly financial status reports and annual performance reports per forms and instructions provided by the GRANTEE. Financial status reports and reports for payment must include a profit and loss statement indicating the expenses for which grant funds are being requested. In addition to the information requested per each reporting form, SUBRECIPIENT must submit information on the outcome measures listed below. The report period for outcome measure data will coincide with the period of the report with which the information is being submitted. Report periods may change upon notification from CDBG and SUBRECIPIENT must comply.

For every non-duplicated individual served, information must be collected as required by the Department of Housing and Community Development and the CDBG program, as allowed by law. This information must be submitted to the GRANTEE quarterly with each funds request and annually no later than July 15 for the prior fiscal year ended June 30.

E. Performance Monitoring

The GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Such monitoring will include, but not be limited to, annual on-site monitoring visits and quarterly desk audits. Substandard performance as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being noticed by the GRANTEE, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Services of the SUBRECIPIENT will start on the date of contract execution and end on 06/30/2021. The last date funds may be expended under this Agreement is 06/30/2021. CDBG Contract No. 17-CDBG-12092 expires 07/31/2023. The term of this Agreement and the provisions herein will be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets.

IV. BUDGET

A. Grant Expenditures

SUBRECIPIENT may only expend grant funds in support of the approved activities contained in this Agreement in accordance with the following general budget:

Personnel	\$ 104,693
Operating	\$ 12,081
Support Services	\$ 104,360
Total	\$ 221,134

Any amendments to this budget must be approved in writing by the GRANTEE and the SUBRECIPIENT.

B. Subrecipient Leverage

Leverage is not required under this Agreement.

C. Indirect Costs

Indirect costs may not be charged without prior written consent of the GRANTEE and State CDBG program staff and must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the GRANTEE may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT

must provide such supplementary budget information in a timely fashion in the form and content prescribed by the GRANTEE.

**V. PAYMENT**

It is expressly agreed and understood that the total to be paid by the GRANTEE under this Agreement shall not exceed Two Hundred Twenty-One Thousand, One Hundred Thirty-Four Dollars (\$221,134.00). Drawdowns for the payment of eligible expenses will be made against the line item budgets specified in Paragraph IV and in accordance with performance.

Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in OMB Circular A-110 hereto made part of this Agreement by this reference.

**VI. NOTICES**

Communication and details concerning this Agreement will be directed to the following representatives or their designees. Email communication may be used for informal communication but is not accepted as formal communication. All formal communication must be submitted in writing and directed as follows:

**GRANTEE:**

Linda Leaver, Finance Director  
City of Crescent City  
377 J. Street  
Crescent City, CA 95531  
Phone: (707) 464-7483  
Fax: (707) 465-4405  
Email: lleaver@crescentcity.org

**SUBRECIPIENT:**

Paula Arrowsmith Jones,  
Community Outreach Coordinator  
North Coast Rape Crisis Team  
PO Box 1011  
Eureka, CA 95502  
Phone: (707) 443-2737  
Email: mgmt@ncrct.org

**VII. General Conditions**

**A. General Compliance**

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local regulations and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. "Independent SUBRECIPIENT"**

Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing a relationship of employer/employee between the parties. The SUBRECIPIENT will at all times remain an "independent SUBRECIPIENT" with respect to the services to be performed under this

Agreement. The GRANTEE will be exempt from payments of all Unemployment Compensation, FUCA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent SUBRECIPIENT.

C. Hold Harmless

The SUBRECIPIENT must hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT must provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT must carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum must purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the GRANTEE.

The SUBRECIPIENT must also comply with the bonding and insurance requirements as outlined in OMB Circular A-110.

F. GRANTEE Recognition

The SUBRECIPIENT will ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided here in in all publications made possible with funds made available under this Agreement.

G. Amendments

The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the GRANTEE'S governing body. Such amendments may not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligation under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.



#### H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Services in Paragraph II(A) above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement will, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or material prior to the termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or part, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE'S contracts, in addition to the other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds until such time the SUBRECIPIENT is found to be in compliance by the GRANTEE, or is otherwise adjudicated to be in compliance.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The SUBRECIPIENT will administer the program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. The principles must be applied for all costs incurred whether charged on a direct or indirect basis. OMB Circular A-122 and/or A-21 are hereto made part of this Agreement by this reference.

#### B. Documentation and Record-Keeping

##### 1. Records to be Maintained

The SUBRECIPIENT must maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, hereto made part of this Agreement by reference, which are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition of improvements, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, hereto made part of this Agreement by reference and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570, hereto made part of this Agreement by reference.

## 2. Retention

The SUBRECIPIENT must retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the grant contract has been closed by the State of California Department of Housing and Community Development and HUD. Records for non-expendable property acquired with funds under this Agreement must be retained for five (5) years after final payment has been received. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or expiration of the five-year period whichever occurs later. All original documents required to support the CDBG program and National Objectives must be provided to the GRANTEE at the end of the grant period. The SUBRECIPIENT will provide all documentation requested by the GRANTEE to comply with any audit during or after the closeout of the grant.

## 3. Client Data

The SUBRECIPIENT must maintain clients' data demonstrating client eligibility for services provided. Such data includes, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such data will be collected and reported in compliance with CDBG program requirements as outlined under Section II (D): Reporting Requirements and will be made available to GRANTEE monitors or their designees for review upon request.

## 4. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information,

when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibility with respect to services provided under this Agreement, is prohibited by State and Federal law unless written consent is obtained from such person receiving services and in the case of a minor, that of the responsible parent/guardian.

#### 5. Property Records

The SUBRECIPIENT must maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained must continue to meet the eligibility criteria and conform with the "Changes in Use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable, and hereto made part of this Agreement by this reference.

#### 6. Closeouts

The SUBRECIPIENT'S obligation to the GRANTEE does not end until all closeout requirements have been completed and State monitoring has occurred and been cleared. Activities during this closeout period include, but are not limited to the following: making final payments, disposing of program assets (including return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE), determining the custodianship of all records, and availability of staff for monitoring and monitoring clearance process.

#### 7. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement will be made available to the GRANTEE, grantor agency, their designee or the Federal Government, at any time during normal business hours, as often as the GRANTEE or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted by an outside auditor in accordance with generally accepted accounting practices and, as applicable, OMB Circular A-133, hereto made part of this Agreement by this reference. A copy of the annual agency audit must be provided to the GRANTEE within 30 days of completion.

### C. Reporting and Payment Procedures

#### 1. Program Income

North Coast Rape Crisis Team Sexual Assault Services will not produce Program Income and is not subject to the provisions thereof.

## 2. Indirect Costs

Indirect costs are not allowed without prior written approval of the GRANTEE and the State CDBG program staff. If indirect costs are determined to be essential to the delivery of program services, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.

## 3. Payment Procedures

The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and GRANTEE policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT and not to exceed actual cash requirements. Payments will be adjusted by the GRANTEE in accordance with advance fund and program income balances (if applicable) available in the SUBRECIPIENT accounts. In addition, the GRANTEE reserves the right to liquidate funds available under this Agreement for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

## 4. Payment Procedures

The SUBRECIPIENT will submit regular Progress Reports to the GRANTEE in form, content, and frequency as required by the GRANTEE.

## D. Procurement

### 1. Compliance

The SUBRECIPIENT must: (1) comply with current GRANTEE policy concerning the purchase of equipment and procurement of professional services; and, (2) maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income (if applicable), program income generated by the sale of assets purchased with grant funds, etc.) shall revert to the GRANTEE upon termination of the Agreement.

### 2. OMB Standards

The SUBRECIPIENT must procure all materials, property, or services in accordance with OMB Circular A-110, Procurement Standards, and subsequently follow Attachment N, Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

### 3. Travel

The SUBRECIPIENT must obtain written approval from the GRANTEE for any travel outside Del Norte County with funds provided under this Agreement, excluding any travel to the SUBRECIPIENT'S home office location in Humboldt County.

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING ELEMENT**

The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements of 6570.606(d) governing optional relocation policies as determined by the GRANTEE. The SUBRECIPIENT must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions, and policies concerning the displacement of persons from their residences.

**X. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The SUBRECIPIENT agrees to comply with local and State Civil Rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11374 and 12086.

**2. Nondiscrimination**

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 DFR 570.607, as revised by Executive Order 13279. The applicable provisions in Section 109 of the Housing and Community development Act of 1974 as amended are still applicable as well.

**3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with

assistance provided under this Agreement, the SUBRECIPIENT must cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The GRANTEE will provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

The SUBRECIPIENT agrees that it will be committed to carry out pursuant to the GRANTEE'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The GRANTEE will provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT will submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The SUBRECIPIENT must furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENTS commitments hereunder, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Subcontract Provisions

The SUBRECIPIENT must include the provisions of Paragraphs X.A, Civil Rights, and X.B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards (If Applicable)

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT must maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation will be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for

construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, must comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT must cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided under this Agreement and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT'S sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT'S sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction



project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and to post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The SUBRECIPIENT may not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this Agreement may be

assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the GRANTEE.

## 2. Subcontracts

### a. Approvals

The SUBRECIPIENT may not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

### b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

### c. Content

The SUBRECIPIENT will cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

### d. Selection Process

The SUBRECIPIENT will undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts must be forwarded to the GRANTEE along with documentation concerning the selection process.

## 3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

## 4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 with respect to conflicts of interest, and covenants that it presently has no financial interest and will not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having

such a financial interest will be employed or trained by the SUBRECIPIENT hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the GRANTEE, or of any designated public agencies or sub-recipients that are receiving funding under the State CDBG program

#### 5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 6. Copyright

If this Agreement results in any copyrightable material or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT will assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement will be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification must point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

SUBRECIPIENT will comply with the State of California General Terms and Conditions GTC 610, which are contained in Attachments A and B attached hereto made part of this Agreement by this reference.

**XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will remain in full force and effect.

**XIV. WAIVER**

The GRANTEE'S failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GRANTEE to exercise or enforce any right or provision does not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the GRANTEE and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the GRANTEE and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

CITY OF CRESCENT CITY:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Eric Wier, City Manager

ATTEST: \_\_\_\_\_  
Robin Patch, City Clerk

NORTH COAST RAPE CRISIS TEAM:

BY:  \_\_\_\_\_ DATE: 11-14-18  
Paula Arrowsmith Jones, Community Outreach Coordinator

**ATTACHMENT A**  
**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS (GTC 610)**

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital/familial status, gender, gender identity, gender expression, sexual orientation, status with regard to public assistance, or military or veteran status, or denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.



14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D

**CDBG TERMS AND CONDITIONS****1. Effective Date and Commencement of Work**

This Agreement is effective upon approval by the Department. This approval date is indicated by the date stamped by the Department in the lower right hand corner of page one of the Agreement, STD 213. The CDBG Recipient agrees that Work shall not commence, nor shall any costs be paid with CDBG funds incurred or obligated by any party prior to the execution of this Agreement by the Department, completion of all required environmental clearances, and compliance with the applicable conditions of this Agreement. Notwithstanding the aforementioned statement, there are two circumstances when costs may be incurred prior to the execution of this Agreement. First, administrative expenses for eligible NEPA compliance work may be incurred prior to the execution of this Agreement. Second, with Grant Management Program Manager or Section Chief approval, other costs may also be incurred prior to the execution of this Agreement. Such costs may consist of procurement of administrative subcontractors, development of program guidelines, architectural, engineering, and other professional services required to prepare plans, drawings, specifications, or work write ups that are incurred not more than 24 months prior to the project being set up in IDIS, and provided these procurements are conducted in a manner consistent with 2 CFR 200.317 – 200.326, "Procurement Standards". The CDBG Recipient agrees that the Work shall be completed by the expenditure deadline specified in Exhibit A, Section 7, A. This Agreement shall expire on the date set forth in Exhibit A, Section 7, C.

**2. Sufficiency of Funds and Termination**

- A. This Agreement is valid and enforceable only if sufficient funds are available to the Department by the United States Government for the purposes of the CDBG Program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, promulgated in State or federal regulations or any State or federal statute, as now in effect and as may be amended from time to time which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if this Agreement were executed after the determination was made.

If Congress does not appropriate sufficient funds for the program, the Department may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving 14 days' written notice to the Grantee.

**3. Termination for Convenience and Enforcement**

- A. Awards may be terminated in whole or in part only if the Department with the consent of the Grantee or Subgrantee in which case the two parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

**EXHIBIT D**

- B. The Department may terminate this Agreement at any time for cause by giving at least 14 days' written notice to the Grantee. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.
- C. Enforcement for noncompliance as set forth in 2 CFR 200.338-200.339, may include the following remedies if a Grantee or Subgrantee materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances.
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Subgrantee or more severe enforcement action by the awarding agency.
  - 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
  - 3) Wholly or partly suspend or terminate the current award for the Grantee's or Subgrantee's program.
  - 4) Withhold further awards for the program.
  - 5) Take other remedies that may be legally available, such as:
    - a) Hearings and appeals. In taking an enforcement action, the awarding agency will provide the Grantee or Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Subgrantee is entitled under any statute or regulation applicable to the action involved.
    - b) Effects of suspension and termination. Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:
      - i. The costs resulting from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of suspension or termination; and, in the case of a termination, are non-cancellable; and,
      - ii. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes place.
    - c) Relationship to debarment and suspension. The enforcement remedies

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identified in this Section, including suspension and termination, do not preclude a Grantee or Subgrantee from being subject to 2 CFR Part 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(I L) and 2 CFR 200.338-200.339.

**4. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**5. National Objectives**

All grant activities performed under this Agreement must be eligible and must meet one of the National Objectives of the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, Section 104(b)(3), as amended and 24 CFR Part 570.483.

- A. Primarily benefits HUD defined low- or moderate-income person(s) (LMI) or households (LMH). The term low- or moderate-income limits are defined as being no more than 80% of the median area income on a county level, annually determined by HUD, per 24 CFR, Part 570.483(b); and/or,
- B. Elimination of Slums or Blight (on a spot or area basis) is an eligible CDBG National Objective. Slum and Blight's definition is found in 24 CFR, Part 570.483(c). The use of Slums or Blight requires prior Departmental written approval.
- C. Meeting an Urgent Need is an eligible CDBG National Objective under 24 CFR, Part 570.483(d). This National Objective can only be used after formal release of public notice from the Department announcing the disaster event and requesting grantees impacted by the disaster to submit proposals describing how this National Objective is being met by eligible activities under this Agreement.

**6. Public Benefit Standards for ED**

Per 24 CFR 570.482(f), (g) and 570.483(b)(4), the Grantee is responsible to demonstrate fulfillment of the public benefit standards for all CDBG ED activities under Sections 105(a)(2),(14) and (17) of The Act. The use of public benefit standards is mandatory.

**EXHIBIT D**

When CDBG funds are provided directly to a for-profit business, or are provided to the Grantee for an ED infrastructure public facility project, public benefit is generally met through the creation or retention of permanent full-time equivalent job positions.

When CDBG funds are provided to a business that provides goods or services within an area that is predominately LMI, public benefit is generally met by documenting that the CDBG assistance does not exceed \$350 per LMI in the identified service area.

These ED activities must also comply with CDBG's six underwriting standards, per 24 CFR, Part 570.482(e).

**7. Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**8. Uniform Administrative Requirements**

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et al, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

**9. Non-Performance**

In the event that the National Objective and/or Public Benefit requirements are not met, the Department may, in its sole discretion, impose any or all of the following remedies: disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the award; recapture of part or all of the Program Income; reimbursement of part or all of the grant amount; and/or exclusion of the Grantee from further CDBG funding for a period of time to be determined by the Department.

Prior to closing out this Agreement, the Department shall review the actual National Objective and/or Public Benefit achievements of the Grantee.

**10. Affirmatively Furthering Fair Housing**

The Grantee will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

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11. **Equal Opportunity Requirements and Responsibilities**

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.

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- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.



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- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3):**

The Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of this Part, and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts in excess of \$100,000.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.
- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

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- F. A Grantee which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

**13. Environmental Compliance**

The Grantee shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Grantee. The level of compliance varies by activity. NEPA review must be completed by the Grantee for each activity and approved in writing by Department staff prior to incurring costs on the grant activity(ies).

**14. Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

**15. Relocation, Displacement, and Acquisition**

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any assistance is carried out by the Grantee and assisted in whole or in part by funds allocated by CDBG. For projects where there will be temporary or permanent displacement, the Grantee must submit signed General Information Notices from each tenant who was residing in the project at the time of Application submittal.

**16. Compliance with Federal Laws and Regulations**

- A. The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines and requirements under 2 CFR Chapter I, Chapter II, Part 200 et al), as applicable, as they relate to the acceptance and use of federal funds under this part.
- B. The Grantee agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other federal provisions as set forth.

**17. Federal Labor Standards Provisions**

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

**EXHIBIT D**

- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) The act prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

**18. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the LC. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the State of California Labor Code (LC), Chapter 1, Section 1770-1784 or the Davis-Bacon Wage Determination.

**EXHIBIT D****19. Lead Based Paint Hazards**

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Grantee with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these regulations. The Grantee shall be responsible for the notifications, inspections, and clearance certifications required under these regulations.

**20. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials**

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

**21. Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**22. Anti-Job Pirating Certification**

Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

**23. Anti-Lobbying Certification**

The Grantee shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**24. Rights to Inventions Made Under a Contract or Agreement**

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

**25. Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

This clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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**26. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention**

- A. **Use of Explosives:** When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- B. **Danger Signals and Safety Devices:** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the USFS may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the USFS does not relieve the Contractor of any liability incurred under these specifications or contract.
- C. **Protection of Lives and Health:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the USFS may determine to be reasonably necessary.

**27. Bonus or Commission, Prohibition Against Payments of**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**EXHIBIT D****28. Contractors and Subrecipients**

- A. The Grantee shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- 1) Contractors are defined as program operators or construction contractors who are procured competitively.
  - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Grantee and any contractor or subrecipient shall require:
- 1) Compliance with the applicable State and federal requirements described in this Agreement, which pertain to, among other things, labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2) Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
  - 3) Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
  - 4) Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 11 of this Agreement.
- C. Contractors shall:
- 1) Perform the grant activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
  - 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

**EXHIBIT D****D. Subrecipients shall:**

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HUD/HCD contract has been closed.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

**E. Contractors and Subrecipients: Drug-Free Workplace Act of 1988**

- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 4) Notify the contracting or granting agency within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

**29. Insurance**

The Grantee shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit A.



**EXHIBIT D****30. Reporting Requirements**

During the term of this Agreement, the Grantee must submit the reports prescribed in the scope of work agreement. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be based in part on whether it has submitted the reports on a timely basis.

**31. Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the grant. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Grantee's performance score on future applications.

In determining appropriate monitoring for each grant, the Department shall consider prior grant administration, audit findings, as well as factors such as complexity of the project and the amount of funding. The Department shall determine the areas to be monitored, the number of monitoring visits, and their frequency. The monitoring will address program compliance with contract provisions, including to but not limited to National Objective, financial management, the requirements of HCDA, 2 CFR Part 200 et al, as applicable, and all applicable Federal overlay requirements.

**32. Inspections of Grant Activity**

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.
- C. Access by the Grantee, the Subgrantee, the federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i)(10).

**EXHIBIT D****33. Audit/Retention and Inspection of Records**

- A. The Grantee must have intact, auditable fiscal and program records at all times. If the Grantee is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Grantee will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Grantee will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Grantee's audit completion plan is subject to prior review and approval by the Department.
- B. The Grantee agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Grantee agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Grantee further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Grantee that the HUD/HCD contract has been closed. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Grantee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such grant activity(ies) is approved in writing by the Department prior to the commencement of such grant activity(ies).
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits, Grantee shall comply with 2 CFR Part 200 Subpart F for the State CDBG Program.
- F. Pursuant to 2 CFR Part 200 Subpart F, the Grantee shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. Audit costs for this Agreement are a general administration expense and are subject to the general administration expenditure limits associated with this Agreement. The costs of the CDBG-related portion of the audit may be charged to the program in accordance with Public Law 98-502, 2 CFR Part 200 Subpart F, and Section 7122 of Title 25 CCR.
- G. Notwithstanding the foregoing, the Department will not reimburse the Grantee for any audit cost incurred after the expenditure deadline of this Agreement.
- 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

**EXHIBIT D**

- 2) If there are audit findings, the Grantee must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Grantee in writing. If the Department is not in agreement, the Grantee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
- 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
- 4) If so directed by the Department upon termination of this Agreement, the Grantee shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

**34. Signs**

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

**35. Citizen Participation**

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

**36. Flood Disaster Protection**

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

**EXHIBIT D**

- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

**37. Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards as well as all other Administrative Requirements for Grants and Cooperative Agreements to State, local and federally recognized Indian tribal governments as set forth in 2 CFR 200 et al, as applicable.

**38. Program Income**

- A. **General Requirements:** Pursuant to the definition of PI found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Grantee from the Department are Program Income ("PI"). These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI.

- 1) The three separate PI accounts are:
  - a) General PI (which, if less than \$35,000 and is received within one fiscal year may be defederalized);
  - b) Housing (1-4 units) Revolving Loan Fund (RLF); and,
  - c) ED RLF.
- 2) Once the Grantee has a Department approved Housing (1-4 units) RLF or ED RLF, any PI received that was generated by the associated RLF activity must be deposited into that RLF.

This means PI received for Housing (1-4 units) activities must be deposited into the Housing RLF, and any ED PI received must be deposited into the ED RLF.

**Note:** *PI and each RLF must be in separate interest bearing accounts.*

- 3) If the Department has not approved a RLF, the Grantee must deposit all CDBG PI payments into a single interest bearing PI account.
- 4) If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct proportions and amounts, based on the CDBG and non-CDBG funds invested in the asset. Only the CDBG PI portion of the repayment is deposited into the CDBG PI or RLF account.

**EXHIBIT D**

- 5) In order to spend PI, a Grantee must either have an active contract (a contract where the expenditure deadline has not passed), or a Department approved Program Income Reuse Agreement (Reuse Agreement) dated July 2014 or later.

- B. PI and RLF Monies for Active Grant Contract Activities: All PI on hand must be always be expended on active contract activities prior to requesting contract funds from the Department.

If the Grantee has a Department approved RLF as well as an active contract that includes funding for the same RLF activity, the RLF funds on hand must be expended before requesting contract activity funds reimbursement from the Department.

- C. PI General Administration (PI GA) for Grant Administration Costs (up to allowable limits): A Grantee is allowed to use up to seventeen percent (17%) of all PI received for eligible GA costs. Since all PI must be expended first (before requesting reimbursement from contract funds), GA funds cannot be held and set aside to be used for PI GA costs as they are incurred. All PI must be spent on CDBG eligible costs before the next funds request may be submitted.

Thus, the Grantee must track an accounting of the 17% GA received and all GA expenditures. However, the PI GA allowance only applies to PI received that is not generated by RLF generated by RLF activities. RLF payments are not eligible for PI GA calculations.

PI GA funds cannot be used for planning studies; planning studies can only be funded under awarded grant contracts. See the PI Chapter of the Grant Management Manual (GMM) for further details on eligible PI GA activities under this Agreement.

- D. PI for an Approved RLF Activity: The two eligible RLFs and their corresponding definitions, as permitted by the Reuse Agreement, are:

- 1) Housing RLF - Eligible housing activities under this RLF include:
  - a) Housing Rehabilitation - Single Unit Residence Program for owner and/or tenant occupied properties - Matrix Code 14A.
  - b) Housing Rehabilitation - 2 to 4 Units Program for tenant occupied properties - Matrix Code 14B.
  - c) Housing Acquisition - Single Family Program for homebuyer assistance - Matrix Code 13.
- 2) ED RLF - Eligible ED activities under this RLF include:
  - a) Business Assistance Program (direct financial assistance to a for-profit business) - Matrix Code 18A.
  - b) Microenterprise Financial Assistance (loans) - Matrix Code 18C.

**EXHIBIT D**

Written Department approval must be received before incurring any costs associated with any RLF activities. All approved RLF projects must be reported to the Department via the applicable Project Set-Up/Completion Reports.

Any PI that a Grantee expends on RLF activities becomes RLF funds and must be included in the RLF when repayment is received.

- E. Grantees Leaving or Entering the State Non-Entitlement Program: Grantees must certify adherence to all State CDBG PI/RLF procedures when leaving or entering the State CDBG Program, including:

1) 24 CFR 570.489(e)(3)(iii) Transfer of PI to Entitlement Program:

A Grantee that either is an entitlement communities or is part of an urban agreement, or a Grantee that becomes an entitlement community or joins an urban agreement, has the following PI and RLF options:

PI not associated with a RLF:

- a) A Grantee must certify they will be reporting the State PI and activity into the Entitlement Programs process, including receipting CDBG proceeds and disbursements into IDIS; or,
- b) Return all State CDBG PI, including the amount of PI on hand at the time the HUD agreement is fully executed and any future PI generated by State CDBG funding to the Department, until all such State CDBG PI has been returned.

PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

- a) The entitlement/urban agreement jurisdiction has a Reuse Agreement signed by the Department and the City/County Authorized Representative.
- b) The entitlement/urban agreement jurisdiction will operate the RLF in compliance with the Department's RLF rules into the future.
- c) The entitlement/urban agreement jurisdiction will need to report on all expenditures, and accounting of RLF(s) as required by the Department.
- d) The entitlement/urban agreement jurisdiction will have loan servicing and asset management policies and procedures defined and in place, pursuant to the Department's Asset and Real Property Management Chapter in the GMM.

2) 24 CFR 570.489(e)(3)(iv) Transfer of PI of Grantees Losing Entitlement Status:

Entitlement PI and PI generated by State CDBG funds cannot be comingled.

**EXHIBIT D**

Within 90 days of leaving the Entitlement Program to join the State CDBG Program, the authorized representative for any jurisdiction that has lost or has relinquished its entitlement status must submit a letter to the Department certifying that the jurisdiction will either:

- a) Repay or retain PI generated under entitlement grants and continue to comply with the Entitlement Program requirements for PI, including reporting it into IDIS or to the urban county; or,
- b) Retain the PI, identify the total PI and RLF on hand and loan portfolio balances to be transferred to the State CDBG Program and agree that the jurisdiction will comply with all of the State's rules for PI and RLF by executing a Reuse Agreement and obtaining the Department's approval for any RLFs.

**39. PI Reuse Agreement**

The Grantee must adopt and submit the most current Reuse Agreement provided by the Department. The Reuse Agreement is not in effect until it has been executed by the Department.

**40. Obligations of Grantee with Respect to Certain Third Party Relationships**

The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

**41. Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**42. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
  - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

**EXHIBIT D**

- 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
  - 4) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. GC § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.





## CITY COUNCIL AGENDA REPORT

**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, DIRECTOR OF FINANCE** *LL*

**DATE: DECEMBER 17, 2018**

**SUBJECT: AMENDMENT TO CDBG SUBRECIPIENT AGREEMENT WITH FAMILY RESOURCE CENTER OF THE REDWOODS**

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### RECOMMENDATION

- Approve Amendment No. 1 to CDBG subrecipient agreement between the City of Crescent City and Family Resource Center of the Redwoods for food bank services under the 16-CDBG-11136 Community Development Block Grant, and authorize City Manager to sign the amendment

### BACKGROUND

The Community Development Block Grant (CDBG) program is a federally funded program through the Department of Housing and Urban Development (HUD) which provides grant assistance for programs associated with economic development and services to low income individuals and families. As a small jurisdiction, Crescent City applies for CDBG funding through the California Department of Housing and Community Development (HCD).

The City has an open grant contract (16-CDBG-11136) which was executed December 28, 2016 to fund the following activities:

Public Services – Battered and Abused Spouses	\$158,140
Public Services – Food Bank	\$158,140
Public Services – Community Pool	\$148,837
Microenterprise Technical Assistance	\$100,000
Planning/Technical Assistance	\$93,023
General Grant Administration	\$32,500

The grant agreement was amended March 9, 2018 to reallocate Public Services funding from the previous subrecipient programs to a literacy program (\$77,133) and a new food bank program (\$239,147). As discussed at the September 17, 2018 meeting and adopted by Resolution 2018-53, the funding allocated to the literacy program was reallocated to the new food bank program.

Following the decision by the Council, City staff worked with the State to obtain approval for the reallocation of funds. The State has given approval for this action, and the subrecipient agreement with Family Resource Center of the Redwoods (FRC) must be amended.

**ITEM ANALYSIS**

Upon execution of the attached Amendment, FRC's budget will be increased to provide food pantry services to an additional 400 families over the remaining grant period. No other terms of the original agreement are affected.

**FISCAL ANALYSIS**

The Amendment will increase the not-to-exceed amount of the subrecipient agreement from \$239,147 to \$316,280. This project is funded by the City's open Community Development Block Grant (16-CDBG-11136). City costs related to administering the grant and monitoring the subrecipient are covered by the General Administration allocation of the grant.

**STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(A): Enhance collaboration with other agencies and the community to better aid the public
- Goal 2(B): Support community organizations that provide measurable services to the community
- Goal 2(F): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

**ATTACHMENT**

1. Amendment No. 1 to Subrecipient Agreement between the City of Crescent City and Family Resource Center of the Redwoods

Staff review:

  
CM

  
Legal

**AMENDMENT NO. 1**

**TO**

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF CRESCENT CITY AND THE FAMILY RESOURCE CENTER OF THE REDWOODS FOR FOOD BANK SERVICES**

This Amendment No.1 is entered into on this \_\_\_\_ day of December, 2018, by and between the City of Crescent City, a California municipal corporation, hereinafter referred to as the "GRANTEE", and, the Family Resource Center of the Redwoods, a California non-profit corporation, hereinafter referred to as the "SUBRECIPIENT".

WHEREAS, GRANTEE and SUBRECIPIENT entered into a Subrecipient Agreement dated January 30<sup>th</sup>, 2018 (the "Contract"); and

WHEREAS, the Contract provides for the funding of Food Bank Services under State CDBG Grant No. 16-CDBG-11136, referenced in the Contract under Section II(A); and

WHEREAS, GRANTEE has, with approval from the State, decided to award additional CDBG grant funds to SUBRECIPIENT for the provision of Food Bank Services under the Contract; and

WHEREAS, said award of additional funds requires an amendment to the Contract.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

**A. COMPENSATION**

Section V (PAYMENT) of the Contract provides for compensation to be paid by GRANTEE to SUBRECIPIENT based on a Not to Exceed amount of Two Hundred Thirty-Nine Thousand, One Hundred Forty-Seven Dollars and Zero Cents (\$239,147.00). This amount is hereby amended and increased to an amount to "Not to Exceed Three Hundred Sixteen Thousand, Two Hundred Eighty Dollars and Zero Cents (\$316,280.00)."

**B. TERMS AND CONDITIONS**

Except as expressly modified in this Amendment No. 1, the terms and conditions of the Contract and the rights, duties, and obligations of the parties thereunder remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereby executed this Amendment No. 1 as of the last date written below

**CITY OF CRESCENT CITY:**

**THE FAMILY RESOURCE CENTER OF  
THE REDWOODS**

\_\_\_\_\_  
Eric Wier, City Manager

*Amira Long* DATE: 12/11/18  
Amira Long, Executive Director

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**DATE: DECEMBER 3, 2018**

**SUBJECT: WASTEWATER TREATMENT FACILITY OPERATOR RETENTION & AGREEMENT FOR CONTRACT OPERATORS TO FILL SHORT POSITIONAL VACANCIES IF NEEDED**

### RECOMMENDATION

- Adopt Resolution No. 2018-72 – A Resolution of the City Council of the City of Crescent City Approving a Retention Incentive Program for WWTP Operators
- Approve and Authorize the City Manager to sign a Professional Service Contract with AQUALITY Water Management Inc. in the not to exceed amount of \$50,000 for on-call as-needed wastewater treatment operations.

### BACKGROUND

The Crescent City Wastewater Treatment Plant (WWTP) has a long history of employee turnover in which competitive pressures driven by a shortage of licensed operators has made recruiting for Crescent City very difficult. This turnover has resulted in significant impacts in both operating and management costs and facility performance as resources have been allocated and re-allocated to training new personnel. Local competition from the Pelican Bay State Prison has made this challenge even more difficult. In addition, the current Utilities Manager will leave the City in January 2019, and the WWTP currently has one vacant operator position. As such, the treatment plant is currently operating with minimal staff. Over the past decade the City has not been able to successfully recruit licensed Wastewater Operators. We have had to hire unlicensed people, train them, and over the course of several years and a lot of hard work, they become licensed operators.

The City's WWTP is regulated by the Regional Water Quality Control Board (RWQCB). Due to the complexity of the treatment processes, the plant is currently classified as Grade 4 Water Treatment Plant. This requires that the Plant has a "Chief Plant Operator (CPO)" that is a certified Grade 4 operator, and any operator that is designated as an "Operator in Charge (OIC)" must have a Grade 3 operator certificate. The RWQCB further stipulates that at least 50% of our operational staff must be Grade 2 or higher certified operator and that only licensed operators can run treatment processes without direct supervision.

Having an insufficient number of operators or inadequate grades of operators may result in improper operation of the plant or lift stations which could result in hazards to public safety or fines from the Regional Water Quality Control Board.

### **ITEM ANALYSIS**

As directed by Council in the December 3, 2018 meeting, staff has released a Request for Proposals (RFP) to solicit proposals from firms qualified to operate and maintain wastewater and laboratory services. The goal of the RFP is to address whether the operation of these utilities will be best managed by the City or by an outside firm that specializes in this field. The RFP requests proposals on the City's highly technical and heavily regulated wastewater treatment plant and laboratory services. Firms are invited to submit proposals for the operation and management of the WWTP and optionally of the Crescent City Laboratory. Proposals are due on January 25, 2019.

During this time, given the uncertainty of whether the City will maintain operation of the WWTP, it is not an ideal time to be recruiting for operator positions. As such it is imperative that we try to keep our current operators. The proposed retention incentive program is a valuable tool to accomplish this. The program would offer current WWTP operators with licenses of Grade 2 or higher a \$1,000 incentive to remain with the City through January 31, 2019 and an additional \$5,000 incentive if they remain with the City through June 30, 2019 or until the implementation of contract operations, whichever occurs first.

Alternatively, if current operators choose to leave, the City would have no choice but to fill those vacancies as soon as possible. To do this we will be reaching out to existing certified operators in the community that are otherwise employed or retired to fill City operations on a part-time basis. To date none have been available or interested. As such the City may need to utilize a temporary contract operations firm. City staff reached out to many such firms and received two quotes from companies that had the capacity to provide temporary licensed contract operators. Both firms were in the same range for the price of operators, with a Grade 2 Operator monthly cost of over \$25,000 per operator and licensed Grade 3 & 4 operators were over \$30,000 per month per operator. Of the two firms that submitted proposals, staff is recommending AQUALITY Water Management Inc. They come highly recommended and have the greatest capacity to be able to provide the operators quickly on an as needed basis or other professional wastewater management service needs that the City may require.

This two-prong approach of offering our current employees an incentive to remain with the City while we evaluate third party contract operations and having a contract operations firm on retainer, gives the City the resources it needs to ensure that the we can meet plant staffing needs and RWQCB requirements.

### **FISCAL ANALYSIS**

The City currently has four certified Grade 2 or higher wastewater operators in the CCEA. If all operators stay with the City through June 30<sup>th</sup>, 2019 or if contract operations are implemented at

an earlier date, the City would pay a total retention incentive of \$24,000 (\$6,000 per Operator). If the City must employ a temporary contract operator with AQUALITY, it could cost the City \$26,348.19 to \$34,363.50 per month per operator depending of the operator grade needed. With our Utility Manager leaving in January and one currently vacant operator position, we will have two vacant positions at the WWTP; this will result in approximately \$100,000 of savings from what is currently budgeted for personnel. This savings will offset the cost of the proposed retention bonus and allow some time for utilization of AQUALITY services if needed. However, if we are unable to retain the operators and substantial use of AQUALITY services are needed, staff will need additional funding and will come back to the Council to request additional appropriations.

### STRATEGIC PLAN ANALYSIS

This report addresses the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.
- Goal 1(D): Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.
- Goal 3: Obtain the highest levels of organizational excellence.
- Goal 3(B): Maintain responsible fiscal management and accountability.
- Goal 3(D): Seek methods to create efficiencies and add additional value without compromising safety or performance.

### ATTACHMENTS

- Resolution No. 2018-72 – A Resolution of the City Council of the City of Crescent City Approving a Retention Incentive Program for WWTP Operators
- WWTP Operator Retention Incentive Program
- City of Crescent City Agreement with AQUALITY Water Management Inc. for on-call as-needed wastewater treatment operations

Staff Review:

CM: EW Finance: JL Legal: MB

**RESOLUTION NO. 2018-72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
APPROVING A RETENTION INCENTIVE PROGRAM FOR WWTP OPERATORS**

**WHEREAS**, the City of Crescent City is evaluating whether it would be beneficial to contract with a third-party contractor to operate, maintain and manage the City's wastewater treatment plant (WWTP); and

**WHEREAS**, this evaluation is anticipated to take several months and during that time the City's WWTP must continue to operate and WWTP operators are necessary and critical to that continued operation; and

**WHEREAS**, the City has determined it to be in the best interest of the City and the ratepayers to offer an incentive to WWTP operators (Grade 2 and higher) to remain with the City during this period of evaluation of the operations, maintenance and management of the City's WWTP.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Crescent City, California that the WWTP Operators Retention Incentive Program, attached hereto and incorporated herein by this reference, is hereby approved.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 17<sup>th</sup> day of December, 2018, by the following polled vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

# City of Crescent City

## WWTP Operators Retention Incentive Program

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**PURPOSE:** It is the purpose of this program to provide an incentive for wastewater treatment plant operators (Grade 2 and above) to remain with the City during the next six months as the City evaluates the possibility of transferring wastewater treatment plant operations to a third-party contractor.

**ELIGIBLE EMPLOYEES:** Employees eligible for the incentive program are those wastewater treatment plant operators with a grade 2 state wastewater certification or higher and employed with the City as of the date of the approval of this program.

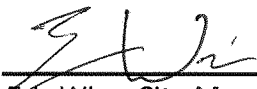
**INCENTIVE PROGRAM:** (1) All eligible employees who remain employed with the City through January 31, 2019, will receive \$1,000.00 retention pay to be paid with the next issued paycheck. (2) All eligible employees who remain employed with the City through June 30, 2019 or up to the transfer of operations to a third-party contractor, whichever date is sooner, will receive retention pay of \$5,000.00 to be paid with the next issued paycheck. (3) Eligible employees who leave employment prior to the date identified for receiving retention pay will not be entitled to any partial payment of retention pay.

**RECOMMENDED BY CITY MANAGER:**

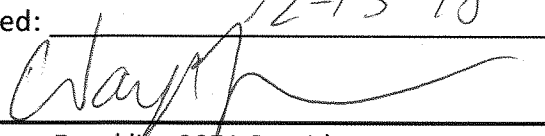
**APPROVED BY CRESCENT CITY EMPLOYEES ASSOCIATION:**

Dated: 12-14-2018

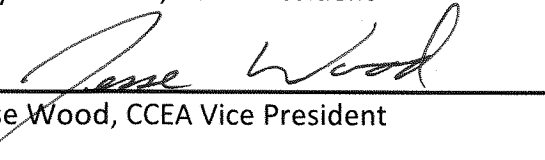
Dated: 12-13-18



Eric Wier, City Manager



Wayne Franklin, CCEA President



Jesse Wood, CCEA Vice President



**CITY OF CRESCENT CITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement for professional services ("Agreement") is hereby entered into this 17<sup>th</sup> day of December, 2018, by and between the City of Crescent City, a California municipal corporation ("CITY") and Aquality Water Management, a Corporation ("CONSULTANT").

**RECITALS**

WHEREAS, CITY has determined it is necessary and desirable to secure certain technical and professional services; and

WHEREAS, the scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference; and

WHEREAS, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
2. **SCOPE OF SERVICES.**
  - 2.1. **SERVICES TO BE PERFORMED.** Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.
  - 2.2. **SCHEDULE FOR PERFORMANCE.** CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. All work will be on-call as-needed based on CITY's month to month needs.
  - 2.3. **STANDARD OF QUALITY.** All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.
  - 2.4. **COMPLIANCE WITH LAWS.** CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this

Agreement any licenses, permits, insurance and approvals that are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

- 2.5. PERSONNEL.** CONSULTANT agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement. Failure to assign such competent personnel will constitute grounds for termination of this Agreement by CITY.

### **3. COMPENSATION.**

- 3.1. SCHEDULE OF PAYMENT.** The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on the Not-to-Exceed amount of fifty-thousand Dollars (\$50,000) billed at rates specified in Exhibit "B" attached hereto and incorporated herein by this reference.
- 3.2. ADDITIONAL SERVICES.** CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.
- 3.3. INVOICING AND PAYMENT.** CONSULTANT must submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.
- 4. WORK PRODUCT REVIEW.** CONSULTANT must make its work product available to CITY for review. If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.
- 5. TERM OF AGREEMENT.** This Agreement is effective as of the date first above written and will remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.
- 6. EARLY TERMINATION.**
- 6.1 WRITTEN NOTICE.** CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.
- 6.2 DELIVERY OF WRITINGS.** If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not

completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

**6.3 PAYMENT FOR SERVICES RENDERED.** If CITY issues a notice of termination, CONSULTANT will be entitled to receive compensation for all services rendered prior to the effective date of termination.

**7. AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.

**8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Except as required by law, CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.

**9. DISCLOSURE.** CONSULTANT must provide CITY with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this agreement, CONSULTANT must disclose such service to CITY.

**10. INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CITY to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

## **11. NOTICE.**

**11.1 DELIVERY.** Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

- (a) by personal delivery, effective upon receipt by the addressee;
- (b) by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531  Phone: (707) 464-7483 FAX: (707) 465-1719	Aquality Water Management inc. Josh Brown 9766 Waterman Rd Elk Grove, CA 95624  Phone: (916) 544-5120 ext 101 Email: jbrown@aqualitywm.com

**11.2 CHANGE OF ADDRESS.** Either party may change its address for notices by complying with the notice procedures in this Section.

**12. OWNERSHIP OF MATERIALS.** Except for CONSULTANT's pre-existing property, CITY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of CITY, CONSULTANT must deliver to CITY all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6.2. Reuse of work products by CITY for any purpose other than that intended under this agreement will be at CITY's sole risk.

**13. BINDING AGREEMENT.** This Agreement binds the successors of CITY and CONSULTANT in the same manner as if they were expressly named herein.

**14. WAIVER.** Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

**15. NONDISCRIMINATION.**

**15.1 COMPLIANCE.** CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws. CONSULTANT must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

**15.2 POSTING.** CONSULTANT must post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide

an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth above.

**16. INSURANCE.**

**16.1 REQUIRED COVERAGE.** CONSULTANT, at its sole cost and expense, must obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage with insurers authorized to conduct business in the State of California and with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by CITY.

	<b>POLICY TYPE</b>	<b>MINIMUM COVERAGE LIMITS</b>
(a)	Workers' Compensation	Per California Law
(b)	Employer’s Liability	\$1,000,000 per accident for BI/Disease
(c)	Automobile Liability ISO Form # CA 0001	\$1,000,000 per accident for BI/PD, for all owned, non-owned and hired vehicles
(d)	Commercial General Liability ISO Form # CG 00 01	\$1,000,000 per occurrence for BI/PD, products and completed operations, personal and advertising injury; \$2,000,000 aggregate
(e)	Professional Liability (E&O)	\$1,000,000 per occurrence or claim; \$2,000,000 aggregate

**16.2 ADDITIONAL INSURED STATUS.** CITY, its elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’S insurance.

**16.3 PRIMARY COVERAGE.** For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it.

**16.4 NOTICE OF CANCELLATION.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice to CITY.

**16.5 WAIVER OF SUBROGATION.** CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

**16.6 SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

**16.7 CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

**16.8 VERIFICATION OF COVERAGE.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.

**16.9 SUBCONTRACTORS.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.

**16.10 LACK OF COVERAGE.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.

## **17. WORKERS' COMPENSATION.**

**17.1 COVENANT TO PROVIDE.** CONSULTANT warrants that it is aware of the provisions 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

**17.2 WAIVER OF SUBROGATION.** CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

## **18. GENERAL PROVISIONS.**

**18.1 INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend and save harmless CITY, its elected and appointed officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting to any person or other legal entity who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of CONSULTANT, its agents and employees, pertaining to the performance of this Agreement. CONSULTANT'S liability arising out of the performance of its obligations hereunder will be limited to the fees paid by CITY to CONSULTANT for services contemplated by this Agreement. This liability limitation does not apply to claims made by any third party, nor does it apply in the event of the willful misconduct or gross negligence of CONSULTANT, its principals, employees or agents.

**18.2 CONFLICT OF INTEREST.** CONSULTANT must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY's interest. CONSULTANT must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.

**18.3 TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described herein.

**18.4 SEVERABILITY.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

**18.5 GOVERNING LAW AND CHOICE OF FORUM.** This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.

**18.6 COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**18.7 NO ASSIGNMENT.** This Agreement and any amendments hereto are not assignable by CONSULTANT either voluntarily or by operation of law without the prior written consent of CITY. Any attempt to assign this Agreement will be legally void.

**18.8 INTEGRATION.** This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

**18.9 AUTHORIZATION TO EXECUTE.** The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

Executed by CITY and CONSULTANT on this \_\_\_\_\_ day of December, 2018.

**CITY OF CRESCENT CITY**

**CONSULTANT**

\_\_\_\_\_  
By: Eric Wier, City Manager

\_\_\_\_\_  
By: Josh Brown

Its: President, AQUALITY Water Management Inc.

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha D. Rice, City Attorney

**EXHIBITS**

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A- Scope of Services

Exhibit B- Compensation



**EXHIBIT A**

**SCOPE OF WORK**

1. On-call as-needed wastewater treatment plant operator(s).
2. On-call as-needed wastewater consulting services.
3. On-call as-needed wastewater treatment plant supervision.
4. Assist CITY with other wastewater treatment and operational duties as-needed.

**EXHIBIT B**

**COMPENSATION**

<b>Position Title</b>	<b>Monthly Fully-burdened Costs</b>
Interim Chief Plant Operator (Grade IV)	\$34,363.50
Interim Wastewater Operator (Grade III)	\$31,330.68
Interim Wastewater Operator (Grade II)	\$26,348.19

\* Assumes full-time operations for an average month of 173.33 hours.

Assumptions should be 40 hours at plant each week.

Fully Burdened Cost should include travel, per diem etc.

Includes airfare to and from site, lodging for 5 nights, rental car and per diem for meals and incidentals for five days.

All costs for travel are approximate estimates as rates can change at any time. Costs are based on air travel. If travel by vehicle is required then rates will be adjusted accordingly.



MINUTES  
Successor Agency to the Redevelopment Agency of the  
City of Crescent City  
REGULAR MEETING  
March 16, 2018 AT 6:00 P.M.  
FLYNN CENTER, 981 H STREET, CRESCENT CITY, CA 95531

**OPEN SESSION**

**Call to Order** Chairman Inscore called the meeting to order at 7:17 p.m.

**Roll Call** **Directors present:** Chairman Inscore, Vice-Chair Kime, Director Fallman, Director Greenough, and Director Short  
**Staff Members present:** Finance Director Linda Leaver, Interim Executive Director Eric Wier, and Interim Secretary Robin Patch

**COMMUNICATIONS**

**PUBLIC COMMENT PERIOD** – There were no public comments.

**CONSENT CALENDAR**

11. Approve warrant claims list of 2/24/18 to 3/9/18.

*On a motion by Director Short, seconded by Director Greenough, and carried unanimously on a 5-0 polled vote, the Housing Authority Board of Directors adopted the consent calendar consisting of item #11 as presented.*

**EXECUTIVE DIRECTOR'S REPORT - None**

**BUSINESS ITEMS – None**

**PUBLIC HEARING - None**

**NEW BUSINESS**

12. Disposition of real property owned by the Successor Agency to the former RDA.
- *Recommendation: Receive update on disposition of real property (APN 118-070-14 and APN 118-070-08)*
  - *Provide direction to Executive Director regarding disposition.*

*Mayor Pro Tem Kime recused herself from the discussion based on the radius of her business property being within the 500' of the properties in question. She left the dais at 7:20 p.m.*

Finance Director Leaver explained the process of attempting to find a realtor for the properties in question. After the RFP had been open for a month, there was no interest from any realtors. Staff is requesting to have an opinion of value and for the City to then do a 'for sale by owner'.

Director Greenough asked if the same realtor would be used for the letter of opinion; Finance Director Leaver answered that they would and has already done the appraisal.

*On a motion by Director Fallman, seconded by Director Short, and carried unanimously on a 4-0 polled vote with Vice-Chair Kime being recused, the Housing Authority Board of Directors directed the Executive Director to move forward with the opinion of value and for sale by owner process.*

*Mayor Pro Tem Kime returned to the dais at 7:23 p.m.*

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY ITEMS – None**

### **ADJOURNMENT**

There being no further business to come before the Board, Chairman Inscore adjourned the meeting at 7:23 p.m. to the regular scheduled meeting of May 21, 2018 at 6:00 p.m.

### **ATTEST:**

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Robin Patch  
Interim Secretary

# SUCCESSOR AGENCY AGENDA REPORT

**TO:** SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY

**FROM:** LINDA LEAVER, CITY OF CRESCENT CITY FINANCE DIRECTOR *LL*

**DATE:** DECEMBER 17, 2018

**SUBJECT:** APPOINTMENT OF MEMBER TO OVERSIGHT BOARD

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## RECOMMENDATION

- Consider and adopt Resolution SA2018-04 confirming the Mayor’s appointment of City Manager Eric Wier to the Oversight Board to represent the employees of the former Redevelopment Agency

## BACKGROUND

Redevelopment agencies in California were dissolved effective February 1, 2012 under AB 1X26. The bill provides that successor agencies be designated as the successor entities to wind down the affairs of the former redevelopment agencies. On January 17, 2012, the City Council adopted Resolution 2012-03 electing to serve as the Successor Agency to the former RDA. The Successor Agency’s actions are subject to review and approval by an Oversight Board.

The Oversight Board is comprised of seven political appointees from the affected local taxing entities and the community that established the RDA.

	<b>Appointed By</b>	<b>Comment</b>	<b>Current Appointee</b>
1	County Board of Supervisors		Chris Howard
2	Mayor of the City that created the RDA		Blake Inscore
3	Largest special district (by property tax share) with territory in the jurisdiction of the RDA, that is eligible to receive property tax revenues under Section 34188	Harbor District	Vacant
4	County Superintendent of Education		Jeff Harris
5	Chancellor of the California Community Colleges		Lee Lindsay
6	County Board of Supervisors	Member of the public	Vacant

Successor Agency Staff Report  
Appointment to Oversight Board  
December 17, 2018

7	Mayor	Representing the employees of the former RDA	Eric Taylor
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**ANALYSIS**

Past City practice has been to appoint the City Manager to serve on the Oversight Board representing the employees of the former Redevelopment Agency. In January 2018 when the City did not have a permanent City Manager, the Successor Agency adopted Resolution SA2018-02 appointing Eric Taylor to the Oversight Board. At this time, the recommendation is to confirm the appointment of City Manager Eric Wier to the Board.

**FISCAL IMPACT**

Appointment of a member to the Oversight Board has no impact on City funds.

**ATTACHMENT**

- Resolution No. SA2018-04

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Staff Review

CM: EW

RESOLUTION NO. SA2018-04

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY, CONFIRMING THE MAYOR'S APPOINTMENT OF MEMBERS TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY**

**WHEREAS**, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.: the "Redevelopment Law"), the City Council of the City of Crescent City ("City") adopted the Redevelopment Plans for the City of Crescent City; and

**WHEREAS**, as part of the 2011-12 State budget bill AB1x26 (the "Dissolution Act") was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment of successor agencies to wind down the former redevelopment agencies' affairs; and

**WHEREAS**, California redevelopment agencies were dissolved on February 1, 2012 pursuant to the Dissolution Act; and

**WHEREAS**, Section 342179(a) of the Redevelopment Law provides that the Mayor of the city that authorized the creation of a redevelopment agency may elect to appoint one member to the Oversight Board of the Successor Agency to represent the employees of the former redevelopment agency; and

**WHEREAS**, the Mayor of the City of Crescent City has appointed Eric Wier, City Manager, to the Oversight Board to represent the employees of the former redevelopment agency; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The appointment of a member to the Oversight Board through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The City Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Del Norte, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Appointment to the Oversight Board.** The Successor Agency hereby confirms the appointment of Eric Wier, City Manager, to the Oversight Board to represent the employees of the former redevelopment agency.

**Section 4. Implementation.** The Finance Director, Linda Leaver, is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution, including but not limited to notifying

the Del Norte County Auditor-Controller, the Controller of the State of California, and the California Department of Finance providing notice of the adoption of this Resolution and the Mayor's appointment of the above-named representative to the Oversight Board, in accordance with AB1x26.

**Section 5. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of the Resolution are severable.

**Section 6. Certification.** The City Clerk of the City of Crescent City acting on behalf of the Successor Agency as its Secretary, shall certify to the adoption of this Resolution.

**Section 7. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the former Redevelopment Agency of the City of Crescent City on the 17<sup>th</sup> day of December 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Blake Inscore, Chairperson

ATTEST:

\_\_\_\_\_  
Robin Patch, Secretary



# SUCCESSOR AGENCY AGENDA REPORT

**TO:** SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY

**FROM:** LINDA LEAVER, CITY OF CRESCENT CITY FINANCE DIRECTOR *LL*

**DATE:** DECEMBER 17, 2018

**SUBJECT:** RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(I) FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

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## RECOMMENDATION

- Consider and adopt Resolution SA2018-05 approving a Recognized Obligation Payment Schedule (ROPS) for the period July 1, 2019 through June 30, 2020

## BACKGROUND

Pursuant to Health and Safety Code Section 34172, the Redevelopment Agency of the City of Crescent City (“Agency”) was dissolved as of February 1, 2012. The City of Crescent City (“RDA Successor Agency”) is the successor agency of the Agency, and pursuant to Health and Safety Code Section 34173(g), the RDA Successor Agency is now a separate legal entity from the City. The Oversight Board is responsible for approving the actions of the RDA Successor Agency pursuant to Health and Safety Code Section 34179, including the Recognized Obligation Payment Schedule (“ROPS”).

One of the responsibilities of the Successor Agency is to prepare a ROPS, which sets forth the nature, amount, and source(s) of payment of all “enforceable obligations” of the Agency (as defined by law) to be paid by the Successor Agency. This report is for the fiscal period July 1, 2019 through June 30, 2020.

This ROPS, once approved by the Successor Agency, must be submitted to the Oversight Board for approval. The approved ROPS is required to be submitted to the Department of Finance, California State Controller, and County Auditor-Controller by February 1, 2019.

## ANALYSIS

Attached is the ROPS for the period July 1, 2019 through June 30, 2020. It is organized into the following sections:

Recognized Obligation Payment Schedule (ROPS 19-20) – Summary and Detail

This report shows the estimated amounts to be expended and the funding source for those amounts. The Successor Agency has two potential sources of funding to make payments on recognized obligations and to cover administrative costs:

- Reserve fund balance
- Redevelopment Property Tax Trust Fund (RPTTF)

Of these amounts, the Successor Agency is required to use reserve fund balance first and then may apply for RPTTF to cover any shortfall to make approved payments toward recognized obligations. RPTTF is collected by the County and distributed to taxing entities pursuant to Health and Safety Code Section 34183. The remaining amount (called the residual) is potentially available to fund Successor Agency obligations. However, the Successor Agency may only request up to 50% of the difference between the projected residual and the actual residual from the base year 2012-13.

The County has provided a projection of RPTTF and residual amounts for the current year, and these figures are used to calculate the 19-20 ROPS. If the actual current year amounts differ from the projection, the State Department of Finance typically allows Successor Agencies to adjust the ROPS.

The proposed 19-20 ROPS estimates a maximum of \$41,334 will be available to make recognized obligation payments, of which \$18,236 will come from reserve fund balance and \$23,098 will be requested from RPTTF funds. Fiscal Year 2019-20 will also be the first time since Fiscal Year 2015-16 that the Successor Agency will be allowed to request RPTTF funds to cover administrative costs. A request for \$5,000 in admin is included in this ROPS, which will be funded through administrative RPTTF.

The outstanding SERAF loan is required to be paid before the Water Fund loan. After the 2019-20 payment of \$41,334 is made, the outstanding balance on the SERAF loan will be \$35,100.

### Cash Balance Report

The Report of Cash Balances tracks Successor Agency cash flow and ending balances across several ROPS periods. This form provides transparency over the continual estimation and tax distribution true-up processes embedded in the State dissolution law.

### FISCAL IMPACT

The ROPS 19-20 financial report would authorize the Successor Agency to use \$18,236 of its reserve fund balance and request \$23,098 in RPTTF funds to reduce the outstanding SERAF loan. This is in accordance with the purpose of the Successor Agency, which is to wind down the affairs of the former Redevelopment Agency and pay its enforceable obligations. In addition, the ROPS requests \$5,000 in additional RPTTF funds to pay for administrative costs, which are otherwise paid by the City's General Fund.

Successor Agency Staff Report  
ROPS 19-20  
December 17, 2018

**ATTACHMENTS**

- Resolution No. SA2018-05
- ROPS 19-20

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Staff Review

CM:  \_\_\_\_\_

**RESOLUTION NO. SA2018-05**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY, APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE COVERING THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(l) AND (m)**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of Crescent City elected to become the successor agency to the Redevelopment Agency of the City of Crescent City (“Successor Agency”) by Resolution No. 2012-03 on January 17, 2012; and

**WHEREAS**, pursuant to Health and Safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and

**WHEREAS**, Health and Safety Code Section 34177(l) requires the Successor Agency to prepare a recognized obligation payment schedule (“ROPS”) before each fiscal year; and

**WHEREAS**, Health and Safety Code Section 34177(l)(2) requires the Successor Agency to submit the ROPS to the Successor Agency’s oversight board for its approval, and upon such approval, the Successor Agency is required to submit a copy of the approved ROPS (“Approved ROPS”) to the Del Norte County Auditor-Controller, the California State Controller, and the State of California Department of Finance, and post the Approved ROPS on the Successor Agency’s website; and

**WHEREAS**, Health and Safety Code Section 34177(m) requires that the Approved ROPS for the period July 1, 2019 through June 30, 2020 (“ROPS 19-20”) is required to be submitted to the Department of Finance, California State Controller and the County Auditor-Controller by February 1, 2019; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF CRESCENT CITY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The approval of the ROPS 19-20 through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The City Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Del Norte, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of ROPS.** The Successor Agency hereby approves and adopts the ROPS 19-20, covering the period July 1, 2019 through June 30, 2020, in substantially the form attached to this Resolution as Exhibit A, as required by Health and Safety Code Section 34177.

**Section 4. Transmittal of ROPS.** The City Manager, Eric Wier, is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the ROPS 19-20, including submitting the ROPS 19-20 to the Successor Agency's oversight board for approval, and submission of the Approved ROPS to the Del Norte County Auditor-Controller, the California State Controller, and the State of California Department of Finance, and posting the Approved ROPS on the Successor Agency's website.

**Section 5. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the former Redevelopment Agency of the City of Crescent City on the 17th day of December, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Blake Inscore, Chairperson

ATTEST:

---

Robin Patch, Secretary

**EXHIBIT A**

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

**[Attached behind this page]**

**Recognized Obligation Payment Schedule (ROPS 19-20) - Summary**  
**Filed for the July 1, 2019 through June 30, 2020 Period**

**Successor Agency:** Crescent City  
**County:** Del Norte

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>19-20A Total (July - December)</b>	<b>19-20B Total (January - June)</b>	<b>ROPS 19-20 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ 18,236</b>	<b>\$ -</b>	<b>\$ 18,236</b>
B Bond Proceeds	-	-	-
C Reserve Balance	18,236	-	18,236
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 25,598</b>	<b>\$ 2,500</b>	<b>\$ 28,098</b>
F RPTTF	23,098	-	23,098
G Administrative RPTTF	2,500	2,500	5,000
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 43,834</b>	<b>\$ 2,500</b>	<b>\$ 46,334</b>

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title  
/s/ \_\_\_\_\_  
Signature Date

**Crescent City Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail**  
 July 1, 2019 through June 30, 2020  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	19-20A (July - December)					19-20B (January - June)							
											Fund Sources					Fund Sources							
											L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20B Total	
1	Water Fund Loan *	City/County Loan (Prior 06/28/11) - Other	1/1/1996	6/30/2032	City of Crescent City Water Utility	Debt to fund non-housing projects	RDA 1 & 2	685,288	N	\$ 46,334	\$ 0	\$ 18,236	\$ 0	\$ 23,098	\$ 2,500	\$ 43,834	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,500	\$ 2,500
5	SERAF 2010 repayment *	SERAF/ERAF	3/1/2010	6/30/2032	Crescent City RDA set-aside	repayment of SERAF payment borrowed	RDA 1 & 2	76,434	N	\$ 46,334		18,236		23,098	2,500	\$ 43,834						2,500	\$ 2,500
7	Administrative allowance	Admin Costs	7/1/2016	6/30/2017	City of Crescent City	Administrative allowance	RDA 1&2		N	\$ -						\$ -						\$ -	\$ -
11									N	\$ -						\$ -						\$ -	\$ -
12									N	\$ -						\$ -						\$ -	\$ -
13									N	\$ -						\$ -						\$ -	\$ -
14									N	\$ -						\$ -						\$ -	\$ -
15									N	\$ -						\$ -						\$ -	\$ -
16									N	\$ -						\$ -						\$ -	\$ -
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81									N	\$ -						\$ -						\$ -	\$ -
82									N	\$ -						\$ -						\$ -	\$ -



**Crescent City Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail**

July 1, 2019 through June 30, 2020

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	19-20A (July - December)					Q	19-20B (January - June)					W	
											Fund Sources						Fund Sources						
											L	M	N	O	P		R	S	T	U	V		
																							Bond Proceeds
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total						19-20A Total						19-20B Total	
83									N	\$ -						\$ -							\$ -
84									N	\$ -						\$ -							\$ -
85									N	\$ -						\$ -							\$ -
86									N	\$ -						\$ -							\$ -
87									N	\$ -						\$ -							\$ -
88									N	\$ -						\$ -							\$ -

**Crescent City Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances**  
**July 1, 2016 through June 30, 2017**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/16)</b> RPTTF amount should exclude "A" period distribution amount			160,546	32,629		
2	<b>Revenue/Income (Actual 06/30/17)</b> RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller				17,799		
3	<b>Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)</b>			70,000			
4	<b>Retention of Available Cash Balance (Actual 06/30/17)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	<b>ROPS 16-17 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required					
6	<b>Ending Actual Available Cash Balance (06/30/17)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)						
		\$ 0	\$ 0	\$ 90,546	\$ 50,428	\$ 0	



# CITY COUNCIL AGENDA REPORT



**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL  
**FROM:** ERIC WIER, CITY MANAGER  
**BY:** LINDA LEAVER, DIRECTOR OF FINANCE *LL*  
**DATE:** DECEMBER 17, 2018  
**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH COUNCILMAN-HUNSAKER TO CREATE 10-YEAR MASTER PLAN FOR MUNICIPAL SWIMMING POOL

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## RECOMMENDATION

- Hear staff report
- Take public comment
- Approve professional services agreement between the City of Crescent City and Councilman-Hunsaker to create a 10-year Master Plan for the Fred Endert Municipal Swimming Pool, and authorize City Manager to sign the agreement

## BACKGROUND

The Fred Endert Municipal Swimming Pool opened in 1966 and is owned and operated by the City of Crescent City. The pool employs a full-time Pool Manager, full-time Relief Supervisor and up to 25 part-time instructors and lifeguards. The pool is open six days per week and offers swimming lessons, recreational swimming, exercise programs, and pool rental.

The pool is a department within the General Fund, and any expenses that are not covered by charges for services is subsidized by General Fund revenues. Over the last several years, the amount provided by the General Fund has increased from \$152,006 in FY 2014-15 to a budgeted deficit of \$410,397 in FY 2018-19. Operating expenses have significantly increased over time, while operating revenues have remained relatively unchanged. The City was successful in obtaining CDBG grant funding to supplement pool revenues in recent years, but staff does not anticipate that will continue.

It is common for municipal swimming pools to operate at a deficit; if charges for service were increased enough to cover all expenses, most members of the community would be unable to afford to use the pool. However, staff seeks to ensure the pool is operated in the most efficient and cost-effective manner possible, while providing the types of health and recreation services the community desires.

## ITEM ANALYSIS

On August 20, 2018, the City Council authorized staff to issue a Request for Proposals for a 10-year Master Plan. The RFP was issued August 27, 2018 with an initial closing date of September 24, 2018, which was then extended to October 19, 2018. The City received one proposal from Councilman-Hunsaker, and a panel of City staff conducted an interview and unanimously recommended proceeding with a contract with the consultant.

The scope of work for this project includes a thorough review of current pool operations (including staffing, program schedules, analysis of the facility, market analysis, operational expenses, and capital improvement needs), public outreach, and the development of a 10-year master plan. The master plan will include projected revenues, expenses, and capital improvement needs for the 10-year period as well as recommendations for programs, efficiencies, and other improvements. A draft of the plan will be reviewed at a public workshop, and the final plan will be presented to the City Council.

Additional public outreach, which is grant-funded, will be undertaken with a different consultant in coordination with this project. The two consultant firms will work together with City staff to ensure that maximum public participation in this project is achieved. That agreement is addressed in another item on tonight's agenda.

### **FISCAL ANALYSIS**

This agreement has a not-to-exceed amount of \$28,750. The Fiscal Year 2018-19 budget already includes \$30,000 for this project, so no additional funding is requested at this time.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(D): Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs
- Goal 1(F): Examine methods to maintain, enhance, and expand park and recreation facilities
- Goal 2(F): Engage with residents, visitors, and businesses through ongoing marketing of City products, services, and facilities
- Goal 3(B): Maintain responsible fiscal management and accountability
- Goal 3(D): Seek methods to create efficiencies and add additional value without compromising safety or performance

### **ATTACHMENTS**

1. Professional Services Agreement between City of Crescent City and Councilman-Hunsaker
2. Councilman-Hunsaker 10-Year Master Plan Proposal

Staff review:

  
CM

  
Legal

**CITY OF CRESCENT CITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement for professional services ("Agreement") is hereby entered into this 17<sup>th</sup> day of December, 2018, by and between the City of Crescent City, a California municipal corporation ("CITY") and Counsilman-Hunsaker & Associates, Inc., a Missouri corporation registered with the California Secretary of State [C2433653] ("CONSULTANT").

**RECITALS**

WHEREAS, CITY has determined it is necessary and desirable to secure certain technical and professional services; and

WHEREAS, the scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference; and

WHEREAS, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

**AGREEMENT**

**1. INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

**2. SCOPE OF SERVICES.**

**2.1. SERVICES TO BE PERFORMED.** Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**2.2. SCHEDULE FOR PERFORMANCE.** CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. A draft schedule for the completion dates for key tasks, is as follows:

<b>DATE</b>	<b>TASK</b>
1/18/2019	Meet with City staff and stakeholders
2/12/2019	Develop public outreach in coordination with City's outreach consultant
2/26/2019	First public meeting
3/19/2019	Draft of findings; second public meeting / workshop
4/15/2019	Final draft; presentation to City Council

*\*This is a draft schedule and may require adjustment to accommodate the schedules of all involved parties. Revised dates will be as agreed to by the parties.*

- 2.3. **STANDARD OF QUALITY.** All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.
- 2.4. **COMPLIANCE WITH LAWS.** CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.
- 2.5. **PERSONNEL.** CONSULTANT agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement. Failure to assign such competent personnel will constitute grounds for termination of this Agreement by CITY.

### 3. **COMPENSATION.**

- 3.1. **SCHEDULE OF PAYMENT.** The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on the Not-to-Exceed amount of Twenty-eight thousand, seven hundred and fifty Dollars (\$28,750) as specified in Exhibit "B" attached hereto and incorporated herein by this reference.
  - 3.2. **ADDITIONAL SERVICES.** CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.
  - 3.3. **INVOICING AND PAYMENT.** CONSULTANT must submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.
4. **WORK PRODUCT REVIEW.** CONSULTANT must make its work product available to CITY for review. If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.
  5. **TERM OF AGREEMENT.** This Agreement is effective as of the date first above written and will remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

## 6. EARLY TERMINATION.

**6.1 WRITTEN NOTICE.** CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.

**6.2 DELIVERY OF WRITINGS.** If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

**6.3 PAYMENT FOR SERVICES RENDERED.** If CITY issues a notice of termination, CONSULTANT will be entitled to receive compensation for all services rendered prior to the effective date of termination.

**7. AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.

**8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Except as required by law, CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.

**9. DISCLOSURE.** CONSULTANT must provide CITY with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this agreement, CONSULTANT must disclose such service to CITY.

**10. INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CITY to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.



**11. NOTICE.**

**11.1 DELIVERY.** Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

- (a) by personal delivery, effective upon receipt by the addressee;
- (b) by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

<b>IF TO CITY:</b>	<b>IF TO CONSULTANT:</b>
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531  Phone: (707) 464-7483 FAX: (707) 465-1719	Counsilman-Hunsaker Attn: George Deines 10733 Sunset Office Dr. St. Louis, MO 63127  Phone: (314) 894-1245

**11.2 CHANGE OF ADDRESS.** Either party may change its address for notices by complying with the notice procedures in this Section.

**12. OWNERSHIP OF MATERIALS.** Except for CONSULTANT's pre-existing property, CITY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of CITY, CONSULTANT must deliver to CITY all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6.2. Reuse of work products by CITY for any purpose other than that intended under this agreement will be at CITY's sole risk.

**13. BINDING AGREEMENT.** This Agreement binds the successors of CITY and CONSULTANT in the same manner as if they were expressly named herein.

**14. WAIVER.** Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

**15. NONDISCRIMINATION.**

**15.1 COMPLIANCE.** CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws. CONSULTANT must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

**15.2 POSTING.** CONSULTANT must post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth above.

**16. INSURANCE.**

**16.1 REQUIRED COVERAGE.** CONSULTANT, at its sole cost and expense, must obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage with insurers authorized to conduct business in the State of California and with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by CITY.

	<b>POLICY TYPE</b>	<b>MINIMUM COVERAGE LIMITS</b>
(a)	Workers' Compensation	Per California Law
(b)	Employer’s Liability	\$1,000,000 per accident for BI/Disease
(c)	Automobile Liability ISO Form # CA 0001	\$1,000,000 per accident for BI/PD, for all owned, non-owned and hired vehicles
(d)	Commercial General Liability ISO Form # CG 00 01	\$1,000,000 per occurrence for BI/PD, products and completed operations, personal and advertising injury; \$2,000,000 aggregate
(e)	Professional Liability (E&O)	\$1,000,000 per occurrence or claim; \$2,000,000 aggregate

**16.2 ADDITIONAL INSURED STATUS.** CITY, its elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on

behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT'S insurance.

**16.3 PRIMARY COVERAGE.** For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it.

**16.4 NOTICE OF CANCELLATION.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice to CITY.

**16.5 WAIVER OF SUBROGATION.** CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

**16.6 SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

**16.7 CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

**16.8 VERIFICATION OF COVERAGE.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.

**16.9 SUBCONTRACTORS.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.

**16.10 LACK OF COVERAGE.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.

## **17. WORKERS' COMPENSATION.**

**17.1 COVENANT TO PROVIDE.** CONSULTANT warrants that it is aware of the provisions 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. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

**17.2 WAIVER OF SUBROGATION.** CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

## **18. GENERAL PROVISIONS.**

**18.1 INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend and save harmless CITY, its elected and appointed officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting to any person or other legal entity who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of CONSULTANT, its agents and employees, pertaining to the performance of this Agreement. CONSULTANT'S liability arising out of the performance of its obligations hereunder will be limited to the fees paid by CITY to CONSULTANT for services contemplated by this Agreement. This liability limitation does not apply to claims made by any third party, nor does it apply in the event of the willful misconduct or gross negligence of CONSULTANT, its principals, employees or agents.

**18.2 CONFLICT OF INTEREST.** CONSULTANT must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY'S interest. CONSULTANT must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.

**18.3 TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described herein.

**18.4 SEVERABILITY.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

**18.5 GOVERNING LAW AND CHOICE OF FORUM.** This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.

**18.6 COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**18.7 NO ASSIGNMENT.** This Agreement and any amendments hereto are not assignable by CONSULTANT either voluntarily or by operation of law without the prior written consent of CITY. Any attempt to assign this Agreement will be legally void.

**18.8 INTEGRATION.** This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

**18.9 AUTHORIZATION TO EXECUTE.** The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

Executed by CITY and CONSULTANT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF CRESCENT CITY**

**CONSULTANT**

\_\_\_\_\_  
By: Eric Wier, City Manager



\_\_\_\_\_  
By: George Deines, Studio Director

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

\_\_\_\_\_  
By:  
Its:

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha D. Rice, City Attorney

**EXHIBITS**

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A- Scope of Services

Exhibit B- Compensation

## EXHIBIT A

### SCOPE OF WORK

1. Review current operations and funding of City's municipal swimming pool, including but not limited to:
  - a. Current programs offered
  - b. Staffing levels and compensation
  - c. Facility analysis
  - d. Operational expenses
  - e. Capital improvement needs
  - f. Market analysis
2. Perform public outreach and assess the community's needs and priorities related to the municipal swimming pool, including but not limited to:
  - a. Coordinate with City's outreach consultant
  - b. Initial public meeting/workshop to gather input
  - c. Second public meeting/workshop to present draft findings and gather additional input
3. Complete a 10-year master plan for the municipal swimming pool, including but not limited to:
  - a. Recommended programs, including scheduling and staffing needs
  - b. Projected operational and capital expenses, including recommendations for reducing expenses
  - c. Revenue needs and recommendations
4. Presentation of final master plan to City Council

**EXHIBIT B**

**COMPENSATION**

Performance of work scope detailed in Exhibit A is for a Not to Exceed Limit of \$28,750, including (3) site visits and inclusive of related travel expenses. Hourly rates are listed below:

Studio Director	\$200.00/hour
Design Associate	\$125.00/hour

If additional services are requested by City and authorized by an amendment to this Agreement, the following hourly rates will be charged:

Principal	\$220.00/hour
Director	\$200.00/hour
Site Visit	\$1,500.00/day plus actual expenses
Project Manager	\$175.00/hour
Project Engineer/Architect	\$150.00/hour
Design Associate	\$125.00/hour
Administrative	\$70.00/hour





# City of Crescent City, CA

Municipal Pool Ten-Year Master Plan



**Counsilman Hunsaker**  
AQUATICS FOR LIFE



**Councilman-Hunsaker**  
AQUATICS FOR LIFE

October 8, 2018

Ms. Linda Leaver  
Finance Director  
City of Crescent City  
377 J. Street  
Crescent City, CA 95531

Dear Ms. Leaver:

Councilman-Hunsaker is pleased to present this submittal packet to the City of Crescent City in response to the Ten-Year Master Plan for the Crescent City Municipal Pool. Councilman-Hunsaker welcomes the City's leadership team in the analysis and evaluation of the qualifications, experience, and competence of our consultant team and our approach. We are confident that our services and expertise will more than satisfy the needs and expectations outlined by the City for this project.

The details, scope, and requirements described in the Request for Proposal perfectly align with the typical process Councilman-Hunsaker has implemented on over 250 aquatic study projects. The approach we have outlined is based on our extensive prior experience with similar projects across the U.S., as well as the requirements and directives included in your Request for Proposal.

With this experience and expertise, our team is more than adequately positioned to meet the needs outlined in this Request for Proposal. Additionally, we enter this proposal process with the understanding and anticipation of working with the city to arrive at the structure and approach which produces the highest likelihood of success for the Crescent City Municipal Pool. Readers will note that the needs and the project scope of work align precisely with the project team's routine and ongoing consultancy/advisory roles with similar communities, municipalities, school districts, and sports/recreation/event facilities.

We believe that our response will effectively detail our industry expertise and experience, while also providing the project stakeholders with an overview of our proposed service plan and work schedule. We appreciate this opportunity and we are looking forward to collaborating on this exciting project. We would also welcome the opportunity to present our qualifications and approach should our team be fortunate enough to advance to the shortlist round of review. If you have any questions or comments related to this information, please do not hesitate to contact us.

Sincerely,

George Deines



# Organization of Firm

## History

Counselman-Hunsaker was founded in 1970 as a collaboration between a world-famous swimming coach and one of his former athletes. Through his coaching career and extensive writings, James E. “Doc” Counselman, Ph.D., revolutionized the swimming world through research and innovation, training numerous Olympic and National champions along the way. One was Joe Hunsaker, a former three-time National Champion and World Record holder. With Doc Counselman serving primarily in a consulting role, Joe Hunsaker developed the firm into one of today’s foremost authorities on design and operation of aquatic facilities.

## What Sets Us Apart

For more than 45 years, Counselman-Hunsaker has provided design and operational consulting for thousands of national and international aquatic projects of every size and complexity. Our portfolio includes newly designed and renovated pool projects for many market sectors: Parks & Recreation, Education, Hospitality and Wellness. Project types range from competition venues, leisure pools and waterparks to therapy pools and spas.

In addition, we have completed hundreds of Facility Audits and Feasibility Studies for the development of new or existing facilities and, having studied a multitude of facilities, we will help you benchmark the creation of your new facility and complete your project efficiently.

Counselman-Hunsaker is made up of an integrated team of design professionals and operational specialists with unrivaled aquatic industry experience. Our team brings exceptional collaboration skills and new project designs for the delivery of a high-quality, innovative aquatic facility. Our operational specialists will not only help you prepare for a successful launch, but will serve as your guide in achieving long-term operational success.





## Organization of Firm

### Full Circle of Services

Counsilman-Hunsaker offers a full circle of aquatic services from existing facility evaluation to comprehensive concept development; from project visioning through design, engineering and construction administration to business management and aquatic operations. These services are completely customized and configured in a variety of ways to precisely fit the needs, desires and objectives of the owner/operator and the project team.

#### Design

From project visioning and development through sealed engineering drawings, we do it all. Even when starting with just a sketch of your vision, we will work closely with you throughout the design process to create a facility that meets or exceeds your dreams, while staying within budget.

#### Study

Through this comprehensive approach, we will provide you with the information you need to make a knowledgeable decision about the future of aquatics for your community. Our study process supplies you with the necessary tools to reveal valuable insights and information before funding your new aquatic center.

#### Operate

At Counsilman-Hunsaker, our goal is to optimize both our client's daily operations and the aquatic users' experiences. Our in-house swimming pool operators will assist with on-site facility operations. Our operations team is comprised of highly trained, experienced professionals who have obtained the highest ranking of Health and Safety Instructor certifications available. Our clients benefit from the experience and knowledge of our team, knowing that our recommendations and operational services are supported by all the leading aquatic safety providers.

#### Audit

Through our Facility Audit, many owners have discovered that replacing worn out equipment with short life cycles will allow them to serve a whole new generation of users. Other times, older pools can be economically reconstituted into modern swim centers. Counsilman-Hunsaker's evaluation of an existing pool will give you the information needed to make a knowledgeable decision regarding repair, renovation or replacement.



## Organization of Firm



### Web-Apps

Peace of mind comes through an efficient and safe facility but managing risk appropriately and effectively can be a challenge for operators. That's where HydroApps comes in, a full suite of web-based applications that takes aquatic facility management and professionalism to the next level. Developed in partnership with some of the most highly-regarded operational and educational leaders in the industry, our HydroApps provide you both the benefit of our combined aquatic knowledge and innovation along with the tools to streamline your compliance, documentation, and record keeping.

### Organization Information

Structure: Corporation

Shareholders:

Scott W. Hester

Jeff Nodort

Darren Bevard

Chris Moran

Mike Gartland

Doug Cook

Carl Nylander

Number of Employees: 29

Years in Business: 48

Headquarters:

10733 Sunset Office Dr. Suite 400

St. Louis, MO 63127

Office Locations: St. Louis, MO; Dallas, TX;  
Los Angeles, CA; Denver, CO

Work to be performed: Dallas, TX

215 North Central Expressway

Suite 359

Richardson, TX 75080





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## Relevant Experience

memorable recreation experiences  
rewarding for users.

Visioning is an important phase of the entire process as well as a facility cost analysis specific to the proposed program spaces with estimated direct and indirect project costs. The financial performance of the

envisioned facility is developed through an exhaustive expense and revenue analysis projected through the first five years of operation. And finally, special themes may be added a la carte such as Needs Assessment Surveys, Site Analysis, Operations Audit, Partnerships Analysis, and Implementation Strategies.



## Relevant Experience

### Relevant Experience

#### City of Farmers Branch, TX

Operational Audit Completed: January 2016

An aquatic facility operational audit for both The Frog Pond and the Margaret Young Natatorium was undertaken by Counsilman-Hunsaker for the City of Farmers Branch, Texas. The purpose of this operational audit was to identify areas and opportunities where the Farmers Branch Aquatic Center is able to have a more financially sustainable operation, while maximizing the experience of its users and guests. Expense and revenue goals for the Frog Pond and Margaret Young Natatorium were developed along with attendance capability for both facilities.

#### City of Kingsport, TN

Study Completed: January 2015

The City of Kingsport, Tennessee, retained Counsilman-Hunsaker for the purpose of an aquatic facility operational audit of the Kingsport Aquatic Center (KAC). Although the KAC has only been open since 2011, the city wanted the facility to be a more financially sustainable operation. The audit included an analysis of the existing operation, expense/revenue analysis, existing facility analysis, and a market

analysis. A detailed budget was drawn up as well as numerous recommendations.

#### JCC of Greater Boston

Operational Audit Completed: May 2017

Air Quality Audit Completed: November 2017

In May 2017, Counsilman-Hunsaker reviewed and analyzed the existing aquatic center's operations and to identify areas where they could increase revenue, reduce expenses, and enhance program offerings to their members. The study evaluated the effectiveness of their swim lessons and water fitness program, the effect of other area aquatic providers on their programs, and how their current facilities helped to meet the aquatic needs of their members. They also explored areas where the JCC's aquatic operation could be more financially sustainable.

In November 2017, Counsilman-Hunsaker was again commissioned by the JCC of Greater Boston to provide a physical and operational audit to review the air quality in the natatorium at the Leventhal-Sidman Center. The natatorium consists of one six-lane, 25-yard competition pool and a teaching pool. Counsilman-Hunsaker provided recommendations, including "short-term", "mid-term", and "long-term" improvements along with cost estimates for recommended repairs and improvements.



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## Relevant Experience

### References

City of Campbell, CA

Audit Completed: April 2017

The City of Campbell commissioned Counsilman-Hunsaker to provide a swimming pool audit for the Campbell Center Community Pool which was in declining physical condition and the mechanical system was in need of a complete renovation. The audit report included renovation recommendations to bring the existing pool up to current codes, as well as three options for either a single new pool or combinations of two new pools to enhance programming and revenue opportunities. The audit of the pool also noted that the facility was failing to meet the current state of California codes.

Ms. Regina Maurantonio  
Rec & Community Services Director  
City of Campbell  
West Campbell Avenue, Suite C31  
Campbell, CA 95008-1039  
Phone: 408.866.2106  
Email: [reginam@cityofcampbell.com](mailto:reginam@cityofcampbell.com)

Indian Wells Valley Economic Development Corporation - Ridgecrest, CA

Study Completed: February 2017

The Indian Wells Valley Economic Development Corporation retained Counsilman-Hunsaker to conduct a feasibility study for a new indoor and outdoor aquatic center in Ridgecrest, CA. Several conceptual designs were developed to include indoor and outdoor leisure options. CH conducted public input and aquatic stake holders' meetings with the local college, school district, hospital, and city and competitive swim teams in order to ascertain their needs and potential use of the aquatic center.

Ms. Rebecca McCourt  
Indian Wells Valley Economic Development Corporation  
P.O.Box 2000  
Ridgecrest, CA 93556  
Phone: 760.371.1338  
Email: [rmgolds@gmail.com](mailto:rmgolds@gmail.com)





## Relevant Experience

### City of Palmdale, CA

#### Dry Town Water Park Expansion

Study Completed: November 2017

The City of Palmdale contracted Counsilman-Hunsaker to develop a water park expansion study for the potential expansion of Dry Town Water Park. Four options were developed with varying degrees of refurbishment, body slide possibilities, and play structure scenarios. The report addressed the waterpark needs (analysis and programming); options for repair, renovation or replacement of slides and children's play structure; project cost estimates; and revenue and expense projections for each option, along with operation expenses, staffing and operations, and the effect on attendance and revenue.

Mr. Eric Dombrowski, CPRE  
Water Park Manager  
Department of Recreation and Culture  
Dry Town Water Park  
38260 10<sup>th</sup> Street East  
Palmdale, CA 93550  
Phone: 661.267.5630  
Email: EDombrowski@cityofpalmdale.org

### California Experience

399 Fremont St. - San Francisco  
Alviso Swim Center - San Jose  
Belmont Plaza - Long Beach  
Biebrach Swim Center - San Jose  
California Maritime Academy - Aquatic Study  
California Polytechnic State University - San Luis Obispo  
California's Great America - Santa Clara  
Calexico High School  
Camp Pendleton  
Carson Swimming Pool  
Castaic Sports Complex Aquatic Center  
Channel Mission Bay Apartments - San Francisco  
City of Calexico  
City of Carlsbad - Aquatic Study  
City of Coronado - Aquatic Audit)  
City of El Dorado Hills - Aquatic Audit  
City of El Segundo - Aquatic Study  
City of Long Beach - Aquatic Study  
City of Mountain View - Aquatic Audit  
City of Palmdale - Aquatic Study  
City of Petaluma - Aquatic Audit  
City of Piedmont - Aquatic Study  
City of San Jose - Master Plan  
City of Santa Clara - Aquatic Study  
City of Walnut Creek - Aquatic Study  
Civitas Park - San Diego  
Coffman Pool - Visitacion Valley  
Crown Valley Community Park Pool  
Desert Recreation District - Operational Audit

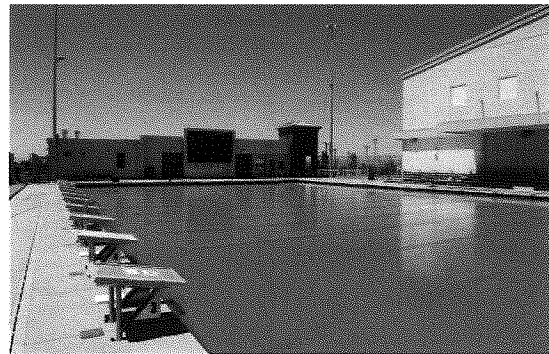


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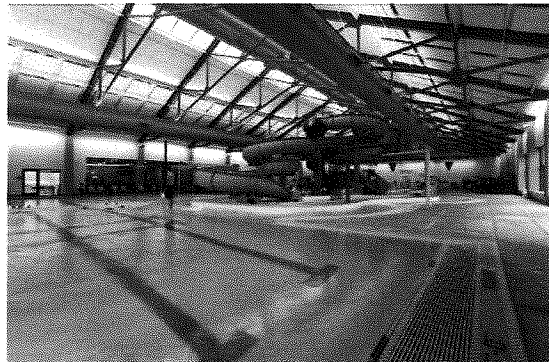
## Relevant Experience

Downey Park Pool - Los Angeles  
Eagle Park Pool - Mountain View  
EVO South Condo Pool - Los Angeles  
Garden Grove High School  
Hamilton Recreation Center - San Francisco  
Indian Wells Valley Economic Development Corporation – Aquatic Study  
Jurupa Aquatic Center - Aquatic Study  
Laguna Woods Village - Aquatic Audit  
Lincoln Park Pool - Los Angeles  
Marine Corp Base - Camp Pendleton  
Millenia Northeast Urban Park, CA  
Monterey Sports Center - Aquatic Audit  
Naval Training Center - Aquatic Study  
Rancho Las Palmas Resort & Spa - Palm Springs  
Rengstorff Park Pool - Mountain View  
Salinas Municipal Aquatic Center  
San Francisco International Hotel  
San Mateo School District  
Seal Beach, CA - Feasibility Study  
Sigrid and Harry Spath Aquatic Center - Fort Bragg  
Splash - La Mirada Regional Aquatic Center  
Stanford University - Palo Alto  
Sweetwater Union High School District - Mar Vista High School Study  
The Bay Club at the Lakes - Menifee

The North Beach Pool - San Francisco  
University of California - Davis - Aquatic Study  
University of California - Riverside  
USC Uytensu Aquatics Center - Los Angeles



American Canyon High School



Sigrid and Harry Spath Aquatic Center



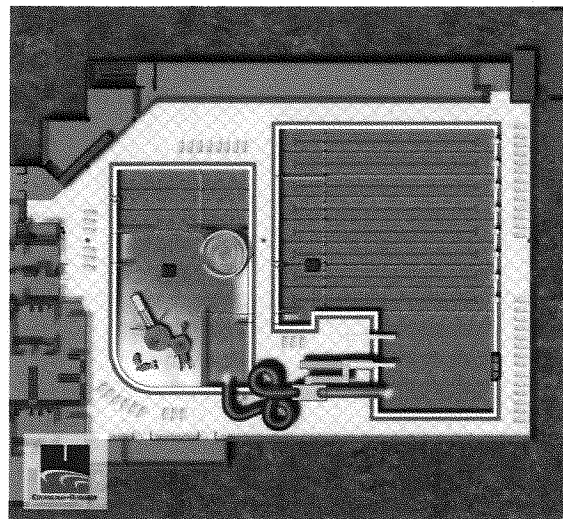
## Methodology and Task Approach

**Project Planning:** Our team understands the project to be a comprehensive study of distinctive factors that will impact the current and future operations of the Fred Endert Municipal Swimming Pool in Crescent City. Through a rigorous and rational exploration process, the final planning report will be completely unique to the Fred Endert Municipal Pool. This provides city officials and the public with a clear understanding of the successes and potential challenges of the project. We recognize the value of this municipal pool within the Crescent City community and are excited to help formulate this plan with the goal being a 10-Year Master Plan for the pool's operations.

Our team believes deeply in creating an in-depth, efficient, open, and citizen-focused community process as part of all public projects. We have developed a detailed, well-researched public and key stakeholder process methodology that helps identify all the needs, issues, and opportunities for your project. Additionally, the team explores knowledge of local issues and concerns that assist in producing useful and pertinent feedback in regard to the current operations of the pool and how that affects its operation into the future.

The process outlined for each task has proven successful on projects of similar program elements and size. Each phase of

process can only be successful if monitored through regular meetings of a consistent group of clients and team members. The process outlined below is flexible and will be further tailored to fit your scope and schedule of needs.



**Review of Current Operations and Funding:** The answers gained during the needs assessment and the review of the current operations and funding process establishes the parameters for the long-range plan. We begin by working closely with the city representatives and user groups to identify specific issues while discussing various problem-solving approaches. As a team, we will complete an analysis of all current programs offered by the City of Crescent City Aquatics Division. Analysis will include the following areas:



## Methodology and Task Approach

- Program equity for all age groups;
    - Program lifecycles and the existing stages of program offerings;
    - Market share/penetration analysis of these program areas;
    - Diversity of programs offered comparing program type (level of skill etc.) and category (sports, arts, social, etc.);
    - Geographic distribution of programs;
    - Comparative fee analysis with existing area providers;
  - Facility Inventory and Analysis
    - Utilize existing inventory data about the department's facilities and its uses as a baseline to evaluate the capacity and functionality of existing facilities to accommodate current and future needs.
    - Identify deficiencies, constraints and opportunities for program development and maintenance.
  - Staffing and Expenses
    - Review current staffing levels and wages and compare to industry averages.
    - Make recommendations on staffing efficiencies regarding to full time and part time positions.
    - Review and compare annual budget by category (i.e. personnel, chemicals, maintenance, utilities, programs, etc.)
  - Perform a preliminary market analysis based on demographic information and prediction of future trends in the industry. At the minimum, analysis shall include:
    - Market analysis utilizing demographic, social and economic trends to determine and recommend necessary program elements and usability purposes.
    - Identification of any competitors/providers and assessment of their capabilities to deliver services.
    - Other issues that may positively or negatively impact the success of the performance of service alternatives.
    - Opportunity for potential partnerships and alternative service delivery.
- Through this review process, the consultant team will benchmark the operations and programs of the Fred Endert Municipal Pool with like facilities across the State of California, and within the aquatics industry as a whole.
- Project Orientation/Planning Meeting:** As part of the public process and information gathering, we will meet with the steering committee to define the process, identify know issues and concerns, outline a proposed schedule, and set meeting dates



# Methodology and Task Approach

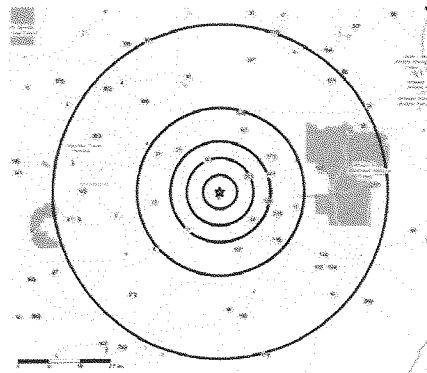
as needed. The review process consolidates relevant information from these documents, budgets, work plans, and funding plans utilized by the City of Crescent City to facilitate the comprehensive coordination of direction and recommendations. At this time, we review the details of the work plan and formalize the timeline and details of the creation of a of the draft and final presentations. We will participate in public input sessions where various user groups, special interest groups, city representatives identify all proposed and/or recommended operational areas.

**Market and Competition Analysis:** At this stage, we provide an assessment of the current level of aquatic programs and services available within the city. Included is an analysis of the best possible competition of duplication of services through other public and private program providers, along with recommendations for minimizing duplications and/or enhancing possibilities for collaborative partnerships where appropriate. We examine and review the current policies, services, participation levels, operations and structure, and identify opportunities as well as deficiencies for improvements and future needs.

**Area Aquatic Provider Analysis:** This investigation details operating information, including types of amenities, fee structures,

and any other operating data available. A detailed demographic analysis based on service areas outlines trends regarding population, income, and age group characteristics. An overview of trends defines elements proposed in the concepts.

**Community Outreach:** Councilman-Hunsaker believes in the public input process. Ninety-nine percent of our work is for public sector clients; over 50% is parks and recreation with the balance being made up of university and high school projects. Almost all of our work includes the public input process as well as working with elected leadership of the community.



Our process creates a common vocabulary of current aquatic programming opportunities while identifying needs with public and elected officials. We recommend public meetings from the very beginning. This ensures that no group or individual is excluded from the community conversation. Program planning data is also often





## Methodology and Task Approach

gathered during potential user focus groups. (Councilman-Hunsaker will work with the city in identifying these groups). We will schedule one-on-ones with these key groups to determine historical usage patterns, program needs, and market potential. Councilman-Hunsaker team members assigned to this project have led hundreds community outreach meetings.

The next step is to confirm the work in progress which allows the team to fine-tune the planning process to the specific needs of the community. We pride ourselves in being able to clearly communicate with elected officials and the community at-large in reaching consensus for a community specific solution. Our job is to gather the information necessary and communicate it clearly and accurately to the City's leadership so that knowledgeable decisions can be made on how best to move forward.

Gaining guidance from those interested in or impacted by a project creates the setting for meaningful public input. This participation invests the community in the process and can foster their support for funding and other project needs. Most important, it results in an operation plan that fits well with a community's aesthetic and financial values.

The key to successful consensus building is a well thought out series of meetings, each clearly focused on issues and input needed at each phase of a project. We will meet several times with the city officials and will incorporate what is heard at the public meetings. The content of these meetings needs to be vetted and finalized with your input.

**10-year Projections for Expenses and Capital:** Based on the initial meetings with City leadership, the review of current operations and funding, as well as the community input, we will develop a 10-year projection for operational expenses and capital needs. This plan will include a facility labor analysis, contractual services, commodities, and utilities. The labor analysis is based on the City of Crescent City pool's current labor structure as well as overhead rates, taking into account any changes in wage structure forecasted for the future, such as the future increase in minimum wage. Utility analysis is based on site-specific usage for kilowatt hours and therms to produce an accurate projection of costs, paying particular attention to the rising cost of propane. Bringing all this information forward, we present an opinion of financial operations over the next 10 years.



## Methodology and Task Approach

### **Revenue Needs and Recommendations:**

The revenue model for estimating revenue for major areas first determines facility capacity based on the current size and the types of programs that are being offered. Benchmarking those areas versus State of California and national aquatic industry facilities, the revenue plan will be developed. Projected attendance for the pool will be based on local population trends and hours of operation. Programming revenue is based on user groups and local programming fees. Fee structure is based on fees from daily usage, memberships and other users to project a per capita model. Revenue is estimated, taking recommended fee schedules into account.

User projections are made based on programming. Expenses are estimated, taking into account hours of operation, attendance projections, local weather patterns, local utility rates, and other key items. Operational data from other similar facilities will be reviewed and taken into account to form projections. The facility revenue analysis determines opportunities for cashflow activities and programs. Daily usage rates are identified along with numerous program activities. Activities may include swim team usage, learn-to-swim lessons, instructional classes such as water aerobics, and party and facility rentals, also

taking into account the latest trends in aquatic programming and operations.

**Draft Findings Workshop:** An initial draft workshop will be conducted to present the findings to the public and gather additional input prior to developing the final report. This gives both the community and City leadership the ability to ask questions and provide feedback and comments on the initial draft that will ultimately be refined into a final report.

**Final Study and Presentation:** The final report will outline options for the future of aquatic operations for City of Crescent City. This document and research is not only meant to facilitate a knowledgeable conversation about the future of aquatics but is designed to be a working document into the next 10 years of operations. It is an integral resource for staff to continually update in providing on-going aquatic programming for City of Crescent City.

**Level of Effort and Working with City Staff:** Counsilman-Hunsaker firmly believes in a team approach for each of their projects from start to finish. They view themselves as an extension of the City team and will work diligently to provide the requested information within the schedule set forth in this submittal. They will conduct regular meetings to ensure City staff is aware of



**Counsilman Hunsaker**  
AQUATICS FOR LIFE

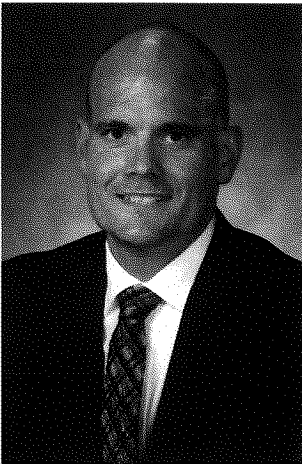
# Methodology and Task Approach

their progress during the master plan process.





# Schedule and Fee Proposal



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## PROFESSIONAL BACKGROUND

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George Deines specializes in aquatic master planning, business planning, feasibility studies, and operational training and development. With 15 years of aquatic operations experience, including the management of a 4-acre waterpark in Garland, Texas, George understands what it takes to successfully conduct master planning and business planning services by presenting clients with options to repair, renovate, or replace. In addition, George has a vast background when it comes to assisting new pool operators and owners with pre-opening management services, including staff training and facility-specific business plans, and presenting clients with operating manuals, lifeguard training, or the phasing of new amenities.

## EDUCATION

University of North Texas -  
2000  
Bachelor of Arts

Dallas Theological Seminary -  
2006  
Master of Arts

## YEARS OF EXPERIENCE

With Councilman-Hunsaker  
2014 - Present

## CERTIFICATIONS/ AFFILIATIONS

Aquatic Facility Operator -  
National Recreation & Park  
Association

Certified Pool Operator –  
NSPF

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## NOTABLE PROJECTS

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Boulder City - NV	City of Largo - FL	Harrisburg - PA
Brockway - PA	City of Oklahoma City -	North Port - FL
Bryan - TX	OK	Pine Bluff - AR
City of Bartlesville -	City of St. Charles - MO	San Bruno - CA
OK	City of Wellsboro - PA	San Jose USD - CA
City of Campbell - CA	Clarksville - TN	Southampton - NY
City of Dallas - TX	Colvin Center Expansion -	Transylvania County - NC
City of Doral - FL	OK	Trinity University - TX
City of Hilliard - OH	Fidalgo Pool - WA	Watauga County - NC
City of Evansville - IN	JCC of Greater Boston -	Wheeling Park District - IL
City of Farmington -	MA	White Salmon - WA
NM		

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## PUBLICATIONS

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“Four Things in Aquatics that Need to Change”. Park and Recreation. Aquatic  
2018: 16-19. “Summer Survival Guide,” Texas Park and Recreation. Summer  
36-38.  
“Acronyms We Are Watching,” World Waterpark. March 2017: 8  
“Aquatic Trends,” Park and Recreation. December 2016: 50-51.  
“What’s Ahead for 2016,” World Waterpark. March 2016: 8



# Schedule and Fee Proposal

**Timeline for Completion: Ten-Year Master Plan for Crescent City Municipal Pool  
Crescent City, CA**

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
<b>Project Kickoff Meetings with City Leadership to Discuss Project Vision and Goals</b>												
<b>Community Outreach / Stakeholder Interviews / Data Gathering / Demographic Research</b>												
<b>Review of Current Operations and Funding</b>												
<b>10-Year Projection for Expenses and Capital</b>												
<b>Revenue Needs and Recommendations</b>												
<b>Draft Documentation of Findings / Community Workshop</b>												
<b>Update to Draft Documentation and Findings</b>												
<b>Final Document Submittal / Final Presentation</b>												

 = Site Visit



**Counselman Hunsaker**  
AQUATICS FOR LIFE

PROJECT PLAN City of Crescent City, CA	Studio Director	Design Associate	Total Fee
<b>PHASE I - Needs Assessment and Data Gathering</b>			
Project Kickoff Meetings / Community Outreach / Data Gathering	16.00	0.00	16.00
Demographic Research	3.50	2.00	5.50
Review of Current Operations and Funding	10.00	0.00	10.00
<b>PHASE II - Projections and Recommendations</b>			
10-Year Projections for Expenses and Capital	24.00	0.00	24.00
Revenue Needs and Recommendations	20.00	0.00	20.00
<b>PHASE III - Documentation and Final Presentation</b>			
Draft Documentation of Findings / Community Workshop	32.00	8.00	40.00
Update to Draft Documentation and Findings	24.00	0.00	24.00
Final Document Submittal / Final Presentation	8.00	0.00	8.00
Billing Rate	\$200	\$125	\$2,250
<b>Total Amount (inclusive of any related travel expenses for three (3) site visits)</b>	<b>\$27,500</b>	<b>\$1,250</b>	<b>\$28,750</b>



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** LINDA LEAVER, DIRECTOR OF FINANCE *LL*

**DATE:** DECEMBER 17, 2018

**SUBJECT:** BUDGET-TO-ACTUAL REPORT FOR FISCAL YEAR 2017-18  
(UNAUDITED)

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### RECOMMENDATION

- Hear staff report
- Take public comment
- Receive and file budget-to-actual financial report of the City's major operating funds for the Fiscal Year 2017-18 (unaudited)

### BACKGROUND

The Fiscal Year 2017-18 annual budget was adopted by the City Council on June 19, 2017 and mid-year budget adjustments were approved February 5, 2018. During the year, Council was presented with monthly budget-to-actual financial reports for the City's five major operating funds. This report provides the budget-to-actual results as of June 30, 2018 (the end of the fiscal year). The final budget-to-actual report for each fiscal year is delayed to allow staff to make year-end entries and adjustments.

The information presented in this report represents the operating activities of the major operating funds of the City (General Fund, Housing Authority Fund, RV Park Fund, Sewer Fund, and Water Fund). The City's annual audit is nearly complete but has not yet been finalized and presented to Council. Therefore, these numbers are classified as unaudited, although staff does not anticipate significant changes.

It is important to note this report presents only the operating activities of the five funds. Items such as depreciation, GASB 68 pension adjustments, GASB 75 OPEB adjustments, and certain capital asset transactions are not considered operating activities and are not included here. Also, the City has a variety of other funds including special revenue funds, internal service funds, and fiduciary funds which are not included in this report. Those items will be presented with the Annual Financial Report, which is anticipated to be finalized in December and presented to the Council in January.

**ITEM ANALYSIS**

Budgets are estimates of future revenues and expenses, based on experience and anticipated trends. Extensive staff time is devoted to developing the annual budget, reevaluating the budget at mid-year, and presenting monthly updates to the Council. Even with this analysis, actual results will always vary from budgeted estimates for a variety of reasons. Actual results in four of the five major funds were better than budgeted. Those results are summarized below, and further details are available in the attached Budget-to-Actual Financial Report.

**City-Wide Wages and Benefits**

Updated MOUs with the City’s four employee associations were approved in 2016 and covered wages and benefits through June 30, 2018. Actual wage and benefit costs are show below with the prior two fiscal years for comparison.

Total wages and benefits (all funds) – actual expenses

	FY 16 Actual	FY 17 Actual	FY 18 Actual	FY 18 \$ Increase over FY 17	FY 18 % Increase over FY 17
Wages	3,538,467	3,811,864	3,955,323	143,459	3.8%
Benefits	2,404,445	2,415,637	2,560,892	145,255	6.0%
Total	5,942,912	6,227,501	6,516,215	288,714	4.6%

Despite the overall increase in costs over the prior year, wages and benefits for FY 2017-18 were under budget. The City budgets for all authorized positions to be filled and for all employees to use 100% of their authorized benefits. Budget-to-actual variances are caused when positions are unfilled, positions are filled at a lower step/rate than budgeted, and employees do not use their full benefit allowance.

Wages and benefits (all funds) – budget to actual

	FY 18 Budget	FY 18 Actual	Over (Under) Budget
Regular wages	3,714,459	3,307,343	(407,116)
Temporary and part-time	356,010	415,148	59,138
Overtime	234,798	232,832	(1,966)
FF Stipend	131,000	107,035	(23,965)
PERS	1,039,812	950,058	(89,754)
Medicare	63,832	59,541	(4,291)
Workers Comp	329,586	327,047	(2,539)

Unemployment	17,622	25,701	8,079
Flex benefit	1,134,920	722,965	(411,955)
Retiree benefit	359,990	362,476	2,486
PTS 457	6,117	6,069	(48)
<b>Total</b>	<b>7,388,146</b>	<b>6,516,215</b>	<b>(871,931)</b>

The City’s practice has been to budget 100% of the flex benefit allowance, budgeting for every full-time employee to use the entire benefit. In the past, employees who did not use the full benefit received the unused balance in cash. In 2013, this was changed to a tiered system. Employees hired prior to the ratification of the 2013 MOUs remained on the existing system, while employees hired after the ratification were not eligible to receive any unused flex benefits in cash. Due to changes in health care and IRS regulations, the cash out option was eliminated for the CCPOA in July 2016 and for all other groups in January 2017. An opt out provision was adopted for those employees who have health coverage under another group plan. Due to the variance this causes between budgeted and actual expense, staff has changed the budget method for flex benefits beginning with FY 2018-19.

**General Fund**

Net operating results in the General Fund were better than budgeted. Actual revenues were somewhat under budget due to timing issues. In certain governmental funds, revenues can only be recognized if the funds are actually received within 60 days of the end of the fiscal year. Reimbursements from several agencies were received too late to be included in the FY 2017-18 revenues and will instead be recognized in FY 2018-19.

Expenditures in the General Fund were lower than budgeted. The final approved budget included a deficit of \$505,471, which included approximately \$232,136 deficit in ongoing operations and \$273,335 which was authorized for one-time projects including the purchase of a building for City Hall. Actual expenditures were under budget by \$855,422, and actual operating results were a net positive \$185,294.

	FY 18 Budget	FY 18 Actual	Over (Under) Budget
Revenues	5,709,721	5,545,064	(164,657)
Expenditures	6,215,192	5,359,770	(855,422)
<b>Net</b>	<b>(505,471)</b>	<b>185,294</b>	

In accordance with accepted best practices, the City uses a conservative approach to budgeting. The budget includes full funding for every authorized position and project. When positions are vacant, or projects are deferred, actual expenditures will be under budget. In addition, operational expenses such as utilities, supplies, and contract services are estimated to ensure departments have sufficient budget to provide services for the entire year even when supplier prices increase, or additional needs arise. A summary of these variances is listed below.

	Over (Under) Budget
Wages and benefits	(471,035)
Storm drain (deferred)	(60,000)
Wayfinding (deferred)	(37,500)
Attorney	(22,621)
Utilities	(28,102)
Parts and supplies	(71,665)
Contracts	(89,052)
Other	(48,316)
ISF allocations	(27,132)
	(855,422)

The City's policy is to maintain a General Fund balance of 25% of budgeted expenditures. The projected fund balance as of June 30, 2018 is \$2,245,964. Budgeted expenditures for FY 2018-19 are \$6,007,036, requiring a fund balance reserve of \$1,501,759. The current estimated fund balance of \$2,245,964 is \$744,205 over the required reserve. Of this excess, \$463,182 is budgeted to cover a deficit in FY 2018-19 (approximately \$207,000 in ongoing operations and the rest in one-time projects).

If FY 2018-19 results match the budget, the projected fund balance as of June 30, 2019 would be \$1,782,782, which is \$281,023 over the required reserve. However, as discussed at the workshop for the FY 2018-19 budget, actual expenditures regularly come in under budget due to conservative budgeting methods. Part of this variance was addressed with a new method of budgeting for flex benefits. If past trends continue, and if staff is able to complete the one-time projects slated for FY 2018-19, the actual deficit is anticipated to be closer to \$250,000. Monthly reports on the budget-to-actual results are presented to the Council monthly throughout the fiscal year, and an in-depth review is conducted midway through the year to determine whether budgets and priorities need to be modified.

### **Housing Authority Fund**

The Housing Authority is funded by the Federal Department of Housing and Urban Development (HUD). Housing Authority revenues were under budget by \$116,523 and expenditures were also under budget by \$47,649, resulting in a net decrease in fund balance of \$71,657. This will reduce the Housing Authority fund balance from \$230,336 as of June 30, 2017 to a projected \$158,679 as of June 30, 2018.

Revenues for the Housing Authority are difficult to project, as the City operates on a July through June fiscal year, and HUD funds the program based on the calendar year. In addition, the Federal government is often delayed in approving the budget factors for Housing; when the City adopts its budget, the actual level of federal funding is unknown. The Housing Authority Director watches these numbers closely throughout the year and adjusts expenditures as needed. In addition to the fund balance held by the City, the Housing Authority has a reserve that is held by HUD. The Housing Authority draws on this reserve as necessary to ensure the smooth operation of the program. Finally, HUD regulations prevent the Housing Authority from building up a large fund

balance; in fact, if the fund balance held by the City is too high, HUD will reduce its funding until the fund balance is lowered. Therefore, fluctuation in fund balance from year to year is anticipated.

	FY 18 Budget	FY 18 Actual	Over (Under) Budget
Revenues	3,549,148	3,432,625	(116,523)
Expenditures	3,551,931	3,504,282	(47,649)
Net	(2,783)	(71,657)	

**RV Park Fund**

Operating results for the Shoreline RV Park were better than budgeted, with revenues higher and expenses lower than projected. Revenues have continued to increase since the 2015 renovation of the park, and the fund is expected to fully repay the renovation loan to the General Fund in FY 2018-19 and begin plans to invest working capital in further improvements to the park.

	FY 18 Budget	FY 18 Actual	Over (Under) Budget
Revenues	319,269	387,928	68,659
Expenses	303,608	239,463	(64,145)
Net	15,661	148,464	

**Sewer Fund**

The Sewer Fund was originally budgeted with a deficit of \$1,083,153 to fund capital improvement projects and debt service in addition to ongoing operations. The budget was updated during the year to reflect lower operational costs and the removal of the capital reserve set-aside requirement, resulting in a budgeted deficit of \$725,963. Actual results were a net positive \$870,480. It is important to note these are the results of operating activities, which is not the same as fund balance or working capital.

	FY 18 Budget	FY 18 Actual	Over (Under) Budget
Revenues	4,730,564	5,067,968	337,404
Operating expenses	3,395,091	2,787,728	(607,363)
Debt service	1,300,000	1,300,000	-
Transfers to CIP fund	761,436	109,761	(651,675)
Net	(725,963)	870,480	

Revenues were higher than budgeted, mostly due to a large connection fee paid by a mobile home park. Expenses were lower than budgeted in both operations and capital transfers.

Wages and benefits were under budget by \$282,018, of which \$100,451 is due to unused flex benefits. The remaining variance in wages and associated benefits was caused by several factors:

- Public Works Director position vacant for approximately half the fiscal year



- Engineering Project Manager position vacant for approximately two months
- Part-time WWTP Supervisor position was budgeted for 18 hours per week but was not needed for the full allotment of hours
- Two WWTP Operator positions were vacant and budgeted for Grade 3 Operators which ultimately were filled by Operator-in-Training (OIT) positions
- Actual hours for CSA maintenance were significantly lower than anticipated, largely due to lift station improvements which reduced the need for staff time. These costs are billed to the County.

Purchases of additional parts and contract services were under budget as well as Internal Service Fund (ISF) charges and transfers to the CIP fund for capital projects. The CIP project as well as the Parts and Supplies / Contracts being under budget is directly related to the Public Works Director being vacant for 6 months. All CIP budgeted projects that were not completed in FY18 were reprogrammed in FY19. These projects include Site Drain Improvements and major maintenance to the Gravity Thickener and Digesters. City staff recently put out an RFP to procure additional engineering services to help ensure these needed projects get completed.

	Over (Under) Budget
Wages and benefits	(282,018)
Utilities	(26,832)
Parts and supplies	(94,004)
Contracts	(122,392)
Employee support	(16,482)
Other	(3,794)
ISF	(61,842)
Total	(607,363)

Working capital is projected to be \$5,561,416 as of June 30, 2018. The increase over the prior year is partly due to the removal of the capital reserve requirement, which recategorized \$658,852 from restricted fund balance to available working capital, and the increase due to operational activities during the year. Although working capital is well above 25% of annual expenses, the long-term projections for this fund remain a concern. The need for major maintenance and capital improvements combined with difficulty implementing rate increases means the City anticipates working capital to be depleted within the next several years. Staff continues to work on various fronts to address this issue, including options to expand services, decrease costs, obtain grant funding, and finally address rates.

### **Water Fund**

The Water Fund had a budgeted deficit of \$145,918 to fund capital improvement projects from reserves, and actual results were a net positive \$797,247. Again, it is important to note these are the results of operating activities, which is not the same as fund balance or working capital.

	FY 18 Budget	FY 18 Actual	Over (Under) Budget
Revenues	2,613,741	2,881,783	268,042
Operating expenses	2,004,659	1,681,601	(323,058)
Debt service	350,000	350,000	-
Transfers to CIP fund	405,000	52,935	(352,065)
Net	(145,918)	797,247	

Revenues were higher than budgeted in connection fees, service charges, and interest earnings. Service revenue increased due to both the rate increase effective July 1, 2017 and increased connections. Expenses in the Water Fund were under budget, particularly in wages and benefits (due to unfilled positions and unused benefits), supplies, contract services, ISF charges, and transfers to the CIP fund for capital projects

Wages and benefits were under budget by \$118,289, of which \$60,869 was due to unused flex benefits. The remaining variance was primarily caused by wages and benefits related to vacancies during part of the fiscal year (Public Works Director and Engineering Project Manager). The variance in the CIP expenses is related to the completion of the Water SCADA system upgrade. The project schedule was delayed in order to allow completion of the SCADA Master Plan, which was completed in FY18. This project was reprogrammed in the current fiscal year and is currently under contract and estimated to be complete in the Summer of 2019.

	Over (Under) Budget
Wages and benefits	(118,289)
Utilities	609
Parts and supplies	(59,080)
Contracts	(55,821)
Employee support	(5,325)
Other	(2,101)
ISF	(83,051)
Total	(323,058)

Working capital is projected to be \$1,994,026 as of June 30, 2018. This is well above 25% of annual expenditures. However, there are significant capital improvement projects planned over the next several years which are expected to utilize much of this working capital. A series of rate increases was approved in 2013 to prepare for the capital needs, with the last approved increase taking effect July 1, 2017. Staff is seeking additional grant funding to supplement the projects which will otherwise be funded from reserves. As funding for the projects is finalized, staff will also evaluate the need for future rate increases.

**Internal Service Funds (ISF)**

Internal Service Funds (ISF) are used to allocate charges for services provided to City departments. These include City Council & City Clerk, Information Technology, Building Maintenance, Equipment, and Insurance. Expenses related to these services are recorded in the appropriate ISF and then charged out to all City departments which utilize those services. During the budgeting process, each department budgets for its anticipated share of the ISF total budget. When the ISF comes in under budget, the amounts charged to all other departments will also be under budget.

	Charges to Other Departments - FY 18 Budget	Charges to Other Departments - FY 18 Actual	Over (Under) Budget
Council/Clerk	195,840	129,313	(66,527)
IT	248,617	192,284	(56,333)
Building Maintenance	154,932	125,427	(29,505)
Equipment	298,686	290,786	(7,900)
Insurance	216,525	216,056	(469)
	1,114,600	953,866	(160,734)

Variations in the Council and Clerk budgets were discussed in the General Fund section. Information Technology was primarily under budget because a project to transition the City to Voice Over Internet Protocol (VOIP) was deferred. Building Maintenance was under budget by small amounts in wages, benefits, parts, and contract services. The most significant change was a project to dispose of hazardous materials that was completed well under budget.

**FISCAL ANALYSIS**

Preparation of this report is informational in nature and has no direct fiscal impact.

**STRATEGIC PLAN ASSESSMENT**

This report is consistent with the 2016 Strategic Plan Goal 3, ongoing priority to “Maintain responsible fiscal management and accountability.”

**ATTACHMENT**

1. Budget-to-Actual Report as of June 30, 2018 (unaudited)

Staff review:

  
 CM

**City of Crescent City**  
**FY 2017-18 General Fund Operating Report**  
**June 30, 2018 Year End Results (Unaudited)**

Description	Notes	Budget	Actual	\$ Over (Under)	% Over (Under)
				Budget	Budget
<b>Non-Departmental Revenue</b>					
Tax Revenue		3,596,380	3,678,712	82,332	2%
Licenses & Permits		271,666	290,135	18,469	7%
Interest Income		5,476	20,922	15,446	282%
Lease-Rental Income		27,907	26,313	(1,594)	-6%
Other Revenue		17,773	12,769	(5,004)	-28%
<b>Departmental Revenue</b>					
City Council		106,498	60,284	(46,214)	-43%
Community Support		19,500	2,500	(17,000)	-87%
City Clerk		90,852	69,196	(21,656)	-24%
Finance		-	800	800	
City Attorney		-	1,632	1,632	
Fire		457,585	338,167	(119,418)	-26%
Police		289,620	282,329	(7,291)	-3%
Building & Code Enforcement		129,050	247,757	118,707	92%
Planning		3,150	3,766	616	20%
PW Admin		-	2,785	2,785	
Streets		368,616	162,212	(206,404)	-56%
Parks		7,866	11,207	3,341	42%
Cultural Center		15,000	20,970	5,970	40%
Swimming Pool		302,782	312,610	9,828	3%
<b>General Fund Revenue Total</b>		<b>5,709,721</b>	<b>5,545,064</b>	<b>(164,657)</b>	<b>-3%</b>
<b>Non-Departmental Expenditures</b>					
City Council		162,965	94,036	(68,929)	-42%
Administration		67,061	54,799	(12,262)	-18%
Community Support		121,790	104,139	(17,651)	-14%
City Clerk		138,581	106,175	(32,406)	-23%
Human Resources		27,915	23,745	(4,170)	-15%
Finance		159,086	136,437	(22,649)	-14%
City Attorney		95,700	73,079	(22,621)	-24%
Fire		721,835	678,381	(43,454)	-6%
Police		2,192,620	1,924,069	(268,551)	-12%
Building & Code Enforcement		217,942	173,711	(44,231)	-20%
Planning		141,675	114,868	(26,807)	-19%
Public Works - Admin		174,108	132,304	(41,804)	-24%
Public Works - Streets		652,898	526,609	(126,289)	-19%
Public Works - Parks		388,106	292,603	(95,503)	-25%
Cultural Center		89,363	70,488	(18,875)	-21%
Swimming Pool		547,789	536,995	(10,794)	-2%
<b>General Fund Expenditure Total</b>		<b>6,215,192</b>	<b>5,359,770</b>	<b>(855,422)</b>	<b>-14%</b>
<b>NET OPERATING RESULTS</b>		<b>(505,471)</b>	<b>185,294</b>		

**City of Crescent City**  
**FY 2017-18 Housing Authority Fund Operating Report**  
**June 30, 2018 Year End Results (Unaudited)**

Description	Budget	Actual	\$ Over (Under) Budget	% Over (Under) Budget
<b>Revenue</b>				
Interest	140	297	157	112%
Recovery-HAP 50%	9,900	11,473	1,573	16%
Recovery-Admin Fee 50%	9,900	11,473	1,573	16%
HUD Admin Revenue	419,329	406,244	(13,085)	-3%
HUD Housing Assistance	3,106,704	2,996,666	(110,038)	-4%
Other PHA Housing Assistance	-	-	-	
HAP Owner Reimbursement	1,175	5,790	4,615	393%
Port In - HAP	-	-	-	
Port In - Admin	2,000	-	(2,000)	-100%
Other Revenue	-	683	683	
<b>Revenue Total</b>	<b>3,549,148</b>	<b>3,432,625</b>	<b>(116,523)</b>	<b>-3%</b>
<b>Expense</b>				
Housing Assistance Payments	3,106,704	3,091,959	(14,745)	0%
Port In - HAP	-	-	-	
<b>Personnel</b>				
Housing	344,305	327,701	(16,604)	-5%
Admin / HR	11,001	9,892	(1,109)	-10%
Finance	22,062	19,390	(2,672)	-12%
City Attorney	1,500	-	(1,500)	-100%
Utilities and telephone	7,478	6,416	(1,062)	-14%
Materials and supplies	18,515	13,617	(4,898)	-26%
Contracts and services	22,545	21,166	(1,379)	-6%
Employee Support	4,280	2,448	(1,832)	-43%
Interest remitted to HUD	140	-	(140)	-100%
ISF Allocations	13,401	11,693	(1,708)	-13%
<b>Expense Total</b>	<b>3,551,931</b>	<b>3,504,282</b>	<b>(47,649)</b>	<b>-1%</b>
<b>NET OPERATING RESULTS</b>		<b>(2,783)</b>	<b>(71,657)</b>	

**City of Crescent City**  
**FY 2017-18 RV Park Fund Operating Report**  
**June 30, 2018 Year End Results (Unaudited)**

Description	Budget	Actual	\$ Over (Under) Budget	% Over (Under) Budget
<b>Revenue</b>				
Interest	435	2,573	2,138	492%
Misc sales	6,352	6,580	228	4%
Rental revenue non-TOT	89,955	102,754	12,799	14%
Rental revenue - subject to TOT	222,527	276,020	53,493	24%
<b>Revenue Total</b>	<b>319,269</b>	<b>387,928</b>	<b>68,659</b>	<b>22%</b>
<b>Expense</b>				
Personnel				
RV Park	57,971	53,257	(4,714)	-8%
Admin / HR	13,755	12,408	(1,347)	-10%
Finance	22,062	19,536	(2,526)	-11%
Utilities and telephone	100,246	84,662	(15,584)	-16%
Materials and supplies	27,991	4,444	(23,547)	-84%
Contracts and services	35,153	27,567	(7,586)	-22%
Other operating uses	973	973	-	0%
ISF Allocations	45,457	36,617	(8,840)	-19%
<b>Expense Total</b>	<b>303,608</b>	<b>239,463</b>	<b>(64,145)</b>	<b>-21%</b>
Debt Service				
	-	-		
<b>Total Expenditures</b>	<b>303,608</b>	<b>239,463</b>		
<b>NET OPERATING RESULTS</b>	<b>15,661</b>	<b>148,464</b>		

*Non-TOT = visitors staying longer than 30 days*

*Subject to TOT = visitors staying less than 30 days*

**City of Crescent City**  
**FY 2017-18 Sewer Fund Operating Report**  
**June 30, 2018 Year End Results (Unaudited)**

Description	Budget	Actual	\$ Over (Under) Budget	% Over (Under) Budget
<b>Revenue</b>				
Interest	19,277	52,011	32,734	170%
Other Income	15,431	22,669	7,238	47%
Charges for services	4,415,567	4,457,480	41,913	1%
Sewer connections	38,728	334,997	296,269	765%
Sewer lab	110,833	94,933	(15,900)	-14%
County collection systems	130,728	42,395	(88,333)	-68%
Grants	-	60,000	60,000	
Transfers in	-	3,483	3,483	
<b>Revenue Total</b>	<b>4,730,564</b>	<b>5,067,968</b>	<b>337,404</b>	<b>7%</b>
<b>Expense</b>				
Admin / HR	120,662	104,045	(16,617)	-14%
Finance	344,653	287,425	(57,228)	-17%
City attorney	10,000	2,358	(7,643)	-76%
Sewer lab	342,709	276,807	(65,902)	-19%
WWTP operations	1,442,746	1,203,367	(239,379)	-17%
City collection systems	350,255	318,860	(31,395)	-9%
County collection systems	130,728	55,588	(75,140)	-57%
WWTP major maintenance	653,338	539,278	(114,060)	-17%
<b>Operating Expense Total</b>	<b>3,395,091</b>	<b>2,787,728</b>	<b>(607,363)</b>	<b>-18%</b>
Debt service	1,300,000	1,300,000		
Transfers to CIP fund	761,436	109,761		
<b>Total</b>	<b>5,456,527</b>	<b>4,197,489</b>		
<b>Net</b>	<b>(725,963)</b>	<b>870,480</b>		

**City of Crescent City**  
**FY 2017-18 Water Fund Operating Report**  
**June 30, 2018 Year End Results (Unaudited)**

Description	Budget	Actual	\$ Over (Under) Budget	% Over (Under) Budget
<b>Revenue</b>				
Interest	3,000	20,431	17,431	581%
Rental revenue	19,869	21,287	1,418	7%
Other revenue	15,431	23,287	7,856	51%
Charges for services	2,523,194	2,740,821	217,627	9%
Water connections	48,836	73,026	24,190	50%
Water CSD admin revenue	3,411	2,931	(480)	-14%
<b>Revenue Total</b>	<b>2,613,741</b>	<b>2,881,783</b>	<b>268,042</b>	<b>10%</b>
<b>Expense</b>				
Admin / HR	133,321	114,117	(19,204)	-14%
Finance	346,788	308,531	(38,257)	-11%
City attorney	4,000	1,709	(2,291)	-57%
Water operations	1,486,612	1,226,703	(259,909)	-17%
Water CSD	33,938	30,541	(3,397)	-10%
<b>Expense Total</b>	<b>2,004,659</b>	<b>1,681,601</b>	<b>(323,058)</b>	<b>-16%</b>
Debt service	350,000	350,000		
Transfers to CIP fund	405,000	52,935		
<b>Total Expenditures</b>	<b>2,759,659</b>	<b>2,084,536</b>		
<b>Net Operating Results</b>	<b>(145,918)</b>	<b>797,247</b>		





## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** BILL GILLESPIE, INTERIM FIRE CHIEF

**DATE:** DECEMBER 17, 2018

**SUBJECT:** FIRE SERVICE RELATED DUTY OFFICER STIPEND INCREASE AND BUDGET AMENDMENT

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### RECOMMENDATION:

1. Hear staff report
2. Take public comment
3. Approve and adopt Resolution No. 2018-62, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY.
4. Approve and Adopt Resolution 2018-63, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ESTABLISHING STIPENDS FOR CRESCENT FIRE AND RESCUE VOLUNTEER FIREFIGHTERS.

### BACKGROUND / ANALYSIS

Crescent City Fire & Rescue is the operational merger of the Crescent City Volunteer Fire Department and Crescent Fire Protection District. The department is staffed by dedicated volunteer fire personnel and is led by a paid Fire Chief.

In late January, 2018, Fire Chief Steve Wakefield experienced a medical emergency that took him away from his job duties as Fire Chief. Prior to this event, Chief Wakefield had performed the duties of Fire Chief, including covering primary duty coverage for emergency response typically six to seven days per week, year-round. Chief Wakefield had worked this duty coverage rotation for several years and received occasional duty coverage assistance on partial or rare full days from a few members of the fire department. Crescent City Fire & Rescue volunteers (Battalion Chiefs) began covering primary duty coverage immediately following Chief Wakefield's emergency. This commitment allowed the community to continue to receive uninterrupted service to every call. This was a 24-hour per day, seven days per week coverage need for primary duty officer. The impact on fire department personnel was considerable, as each member covering duty also worked full time in their primary occupation. On February 28, 2018, a duty officer stipend was adopted at a rate of \$100 for a full 24-hour duty shift.

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On April 9, 2018, Interim Fire Chief Bill Gillespie was confirmed and part of his duties was to provide duty officer coverage. The Interim Chief has covered duty officer coverage Monday morning thru Thursday evenings, or three and a half shifts each week. This has left three and a half shifts to fill Thursday evening thru Monday morning, every week. These shifts, identified as Primary Duty Officer Shifts, have been filled by the Battalion Chiefs almost exclusively to the current time, with some occasional assistance by other chief officers. This coverage, when added to personnel already working full time careers, placed a considerable strain on their work and home life.

The Primary Duty Officer is responsible for responding to all incidents that the fire department receives. This includes fires, traffic collisions, extrications, medical aids, rescues, etc. In all cases, the Primary Duty Officer coordinates responding personnel, provides incident management, and hands on assistance, as well as completes all incident reports. Additionally, the Primary Duty Officer also fills the role of Acting Fire Chief when the Interim Chief is not on shift and out of the jurisdiction.

With the relatively small pool of qualified personnel able to fill the Primary Duty Officer role, there is a need to develop additional personnel. This succession planning would begin to develop and build the duty officer skillset from the Captain rank through a training, task book, and mentorship program designed to increase the number of qualified personnel over time. As a trainee, Captains would be able to cover a Secondary Duty Officer role. This would typically be for a 12-hour shift over an evening or partial weekend day. The Secondary Duty Officer would conduct radio communication, incident command and coordination, and report writing. They would serve with a Primary Duty Officer who would mentor that person to help their growth. After successful completion of the task book program and successful secondary duty officer shifts, the individual would be qualified to cover the Primary Duty Officer role on their own, thus building the pool of qualified Primary Duty Officers to assist with time off, illness, trainings and conferences, etc.

The 2x2 committee met on September 11, 2018 to discuss the duty officer stipend. After the discussion and fiscal analysis, the 2x2 committee recognized the need for succession planning to increase the duty officer pool. The 2x2 committee supported an increase of the Primary Duty Officer stipend from \$100 to \$200 per full 24-hour shift (\$100 for a half shift), and establishing a Secondary Duty Officer stipend for Captains in training at a rate of \$50 per half shift (12 hours).

The City Council and District Board met in a joint meeting October 8, 2018 to discuss and take action on the duty stipend increase. The District Board did not approve the budget adjustment at that meeting, and therefore the City did not take action. The District Board met at a special meeting November 14, 2018 for further discussion on the item. The duty stipend increase was brought back to the District Board at the regular meeting on December 10, 2018, with the Board passing a budget adjustment increasing the stipend line by \$11,263 to cover the remaining 2018/19 fiscal year beginning January 1, 2019, as well as the supporting resolution establishing a Primary Duty Officer stipend of \$100 per 12-hour shift, and a Secondary Duty Officer stipend of \$50 per 12-hour shift for persons in the training role. This increase helps to maintain a pool of engaged duty officers able to cover the duty officer role when the Fire Chief is not available to cover the duty position

by carrying the fire department through the remaining fiscal year. This will help to coincide with the completion of the Fire Department 10-Year Financial Master Plan process. The draft report is anticipated in late March, 2019 with a final product in late April, 2019. This will coincide with fiscal year 2019/2020 budget preparation. That document may very well identify the next step recommendation on future duty chief deployment. It may identify our current operation as the best choice, could recommend maintaining the current model but changing or reducing some positions, or could recommend the part time Deputy Chief position become a full-time position to provide duty coverage during the period each week not covered by the Fire Chief. Either outcome can provide a succession planning model to attempt to build chief officer candidates from inside the organization. Any of these models would still require a pool of Primary Duty Officer personnel who could cover vacancies of the Fire Chief or other chief officers, such as vacation, sick leave, injury, training, and professional conferences. Following completion of the report, it is likely both the City and the Board will have a desire to re-open and review the contract for service and funding related to the fire department.

**FISCAL IMPACT**

This budget adjustment reflects the items discussed previously by the 2x2 committee related to duty officer coverage and duty stipends for the Primary and Secondary Duty Officer positions. In those discussions, a Primary Duty Officer stipend level of \$100 for a 12-hour shift, or \$200 total per 24-hour shift was supported. A Secondary Duty Officer stipend of \$50 per 12-hour shift for those in training was also supported by the 2x2 committee. These levels were supported effective January 1, 2019 for the remainder of the fiscal year by the Crescent Fire Protection District Board at their December 10, 2018 regular meeting. The overall increases relate to costs for the increased stipends.

The impact to the City's budget for Fiscal Year 2018/19 is as follows:

Total expenditure increase (personnel/stipends):	\$15,600
<u>Increase revenues from District:</u>	<u>\$11,263</u>
Net Increase to City budget:	\$ 4,337

**ATTACHMENTS**

1. City of Crescent City Resolution No. 2018-62
2. City of Crescent City Resolution No. 2018-63

Staff Review:

  
CM

  
Finance

**RESOLUTION NO. 2018-62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
AMENDING THE FY 2018-19 BUDGET OF THE CITY OF CRESCENT CITY**

**WHEREAS**, the budget for the fiscal year beginning July 1, 2018, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 4<sup>th</sup> day of June 2018; and

**WHEREAS**, the City Council adopted said budget; and

**WHEREAS**, the City Council has the authority to amend said budget from time to time; and

**WHEREAS**, the City's Fire Department operates under an MOU with the Crescent Fire Protection District to provide round-the-clock response for fire and medical emergencies; and

**WHEREAS**, the City and the Crescent Fire Protection District desire to acknowledge their appreciation for the dedication the Volunteer Firefighters have shown to the community by increasing the allotted stipends for duty coverage and creating a secondary duty coverage stipend for the purpose of training captains to fulfil primary duty coverage; and

**WHEREAS**, fulfillment of these priorities requires an amendment to the City's Fiscal Year 2018-19 operating budget.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City, California that the Fiscal Year 2018-19 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

<b>Fund</b>	<b>Revenue Increase</b>	<b>Expenditure Increase</b>
General Fund	\$11,263	\$15,600

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 17<sup>th</sup> day of December, 2018, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

**RESOLUTION NO. 2018-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
ESTABLISHING STIPENDS FOR CRESCENT CITY FIRE AND RESCUE  
VOLUNTEER FIREFIGHTERS**

**WHEREAS**, the Crescent City Fire Department and the Crescent Fire Protection District are both served by the same volunteer firefighters' organization, known as Crescent City Fire and Rescue; and

**WHEREAS**, both the City and District fire departments are dependent upon the volunteerism of the men and women of our community in order to provide life-saving and fire-suppression services; and

**WHEREAS**, the City established an increase in the stipend for Fire Captains and above who respond to calls, as well as to increase the stipend for duty coverage and the Crescent City Fire and Rescue Battalion Chiefs have continued to provide weekly duty officer coverage opposite of the Interim Fire Chief's schedule, at great demand of their personal time; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City, California that Crescent City Fire and Rescue volunteer firefighters shall receive the following stipends:

1. The stipend for volunteer firefighters call response shall be per call responded to, as follows:

Medical Call Response	\$5.00
Medical Call Response as EMT	\$10.00
Fire Call Response	\$10.00
Fire Call Response (Captains and above)	\$15.00
Training / Drill Session Attendance	\$10.00

2. The stipend for duty coverage (Captains and above covering Primary Duty coverage) shall be \$100 per 12-hour period of duty coverage.
3. Captains in training for duty coverage (Secondary Duty coverage) shall be paired with a Primary Duty Officer and shall receive \$50 per 12-hour period of duty coverage. Captains in training shall not cover 24-hour duty periods without prior approval of the Fire Chief or Primary Duty Officer.
4. The stipend increase shall become effective January 1, 2019.

5. All prior resolutions or policies inconsistent with, or contrary to, this resolution are hereby rescinded and superseded.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 17th day of December, 2018 by the following polled vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: JON OLSON, CITY ENGINEER**

**DATE: DECEMBER 17, 2018**

**SUBJECT: CONSOLIDATION OF WATER SYSTEMS AT THE BUTTE COURT AND WEST PARK MOBILE HOME PARKS INTO THE CRESCENT CITY PUBLIC WATER SYSTEM**

---

### RECOMMENDATION

- Hear Staff Report
- Take Public Comment
- Adopt Resolution 2018-69 authorizing the City Manager to execute financial assistance applications for grant funding through the State of California Division of Financial Assistance for Butte Court Mobile Home Park into the Crescent City Public Water System (PWS) #0810001.
- Adopt Resolution 2018-70 authorizing the City Manager to execute financial assistance applications for grant funding through the State of California Division of Financial Assistance for West Park Properties Mobile Home Park into the Crescent City Public Water System (PWS) #0810001.

### BACKGROUND

The Butte Court (PWS #0800603) and West Park (PWS #0800605) Mobile home parks currently have standalone public water systems which utilize groundwater wells to supply water to park residents. Both parks are located within the existing sphere of influence for the Crescent City Water System as reflected in the 2018 Municipal Service Review performed by Local Area Formation Commission. Both Parks have experienced recent issues with water quality and desire to connect to the City's water system.

City Staff has been participating in ongoing discussions with the Park Owners and the State Water Board regarding obtaining grant funding to implement the consolidation projects. The City has informed both parties that the City's costs for the interconnection and related construction must be either grant funded or paid by the respective owners for the projects to be constructed.

### ANALYSIS

The West Park Properties Mobile Home Park (WPMHP) is a private enterprise that serves 30 low-income families in Del Norte County. The WPMHP comprises 39 spaces for mobile home hook-ups, of which 10 are currently vacant. Domestic potable water for the WPMHP is groundwater that is supplied from an on-site well. Water quality data for the groundwater indicates that chromium-6 was detected. The maximum contaminant level (MCL) for chromium-6 is currently under review by the State. West Park has also experienced recent exceedances of nitrate levels.

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The Butte Court Mobile Home Park (BCMHP) is a private enterprise that services low-income families in Del Norte County. The BCMHP comprises 26 spaces for mobile home hook-ups, all of which are currently occupied. Domestic potable water for the BCMHP is groundwater that is supplied from an on-site well. Water quality data for the groundwater indicates that chromium-6 was detected. The maximum contaminant level (MCL) for chromium-6 is currently under review by the State.

Water quality for each park can be corrected by connecting to the City's distribution system. The State Water Board Drinking Water Division is encouraging reduction of the total number of small water systems in the State. Consolidation of these drinking water systems with the Crescent City (City) municipal potable water supply will also meet the State's objectives. The location of the mobile home parks are within the proposed Municipal Service sphere of influence boundaries.

Dana Rippon with RF Wastewater, Redding California, is coordinating with State agencies and generally overseeing grant administration. Engineering, plans and specifications are being paid for by Proposition 1 Technical Assistance Grant. GHD is handling all design work. Upon completion of plans and specifications, RF Wastewater will develop the application for construction funding for the project through the Water Board; City will submit the application. The funding source is in support of this project and the City should receive grant funds for construction. Once construction funds are made available the City will either utilize GHD or another engineering firm to oversee bidding processes and construction of the projects. City involvement will be review of plans, nominal construction oversight, and making final connections to the water system similar to other new water connections.

### FISCAL ANALYSIS

The Financial impact, based on both Parks connecting, is approximately \$22,000/yr. in additional water revenue. The City will also collect onetime service connection fees of approximately \$63,000 from WPMHP and \$42,000 from BCMHP. City anticipates utilizing approximately 40 hours of staff time to complete this project. The plans, specifications, and construction will be funded by the grant.




### STRATEGIC PLAN ANALYSIS

Goal #1 - Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.

### ATTACHMENTS

1. Adopt Resolution 2018-69 authorizing the City Manager to execute financial assistance applications for grant funding through the State of California Division of Financial Assistance for Butte Court Mobile Home Park.
2. Adopt Resolution 2018-70 authorizing the City Manager to execute financial assistance applications for grant funding through the State of California Division of Financial Assistance for West Park Properties Mobile Home Park.

Staff Review:

CM:  Finance:  Legal: 



**RESOLUTION NO. 2018-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE  
APPLICATION FOR STATE GRANT FUNDING TO CONNECT BUTTE COURT MOBILE  
HOME PARK TO THE CRESCENT CITY PUBLIC WATER SYSTEM**

**WHEREAS**, the Butte Court Mobile Home Park (“Butte Court”) is a private enterprise that services low-income families in Del Norte County; and

**WHEREAS**, domestic potable water for Butte Court is groundwater supplied from an on-site well, and water quality data for the indicates that chromium-6 was detected; and

**WHEREAS**, water quality for Butte Court can be corrected by connecting to the City's distribution system; and

**WHEREAS**, Butte Court is within the City’s municipal services sphere of influence; and

**WHEREAS**, the City of Crescent City wishes to have Butte Court Mobile Home Park (PWS #0800603) consolidate into the Crescent City public water system (PWS #0810001).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City that:

1. The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Butte Court Mobile Home Park Drinking Water Consolidation (the “Project”).
2. The Authorized Representative, or his designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his designee, is designated to represent the City in carrying out the City’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City, California on this 17<sup>th</sup> day of December, 2018, by the following polled vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

**RESOLUTION NO. 2018-70**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE  
APPLICATION FOR STATE GRANT FUNDING TO CONNECT WEST PARK MOBILE  
HOME PARK TO THE CRESCENT CITY PUBLIC WATER SYSTEM**

**WHEREAS**, the West Park Mobile Home Park (“West Park”) is a private enterprise that services low-income families in Del Norte County; and

**WHEREAS**, domestic potable water for West Park is groundwater supplied from an on-site well, and water quality data for the indicates that chromium-6 was detected and nitrate levels have exceeded the maximum contaminant level; and

**WHEREAS**, water quality for West Park can be corrected by connecting to the City's distribution system; and

**WHEREAS**, West Park is within the City’s municipal services sphere of influence; and

**WHEREAS**, the City of Crescent City wishes to have West Park Properties Mobile Home Park (PWS #0800605) consolidate into the Crescent City public water system (PWS #0810001).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City that:

1. The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of West Park Properties Mobile Home Park Drinking Water Consolidation (the “Project”).
2. The Authorized Representative, or his designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his designee, is designated to represent the City in carrying out the City’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City, California on this 17<sup>th</sup> day of December, 2018, by the following polled vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL  
**FROM:** ERIC WIER, CITY MANAGER  
**BY:** LINDA LEAVER, FINANCE DIRECTOR *LL*  
**DATE:** DECEMBER 17, 2018  
**SUBJECT:** FORMATION OF A SISTER CITY COMMITTEE

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### RECOMMENDATION

- Hear staff report
- Take public comment
- Approve the creation of a two-by-two joint committee with Del Norte County to maintain the Sister City relationship with Rikuzentakata, Japan
- Appoint two Council members to the committee

### BACKGROUND

The City of Crescent City and County of Del Norte officially entered into a Sister City relationship with Rikuzentakata, Japan in 2018. Over the past several years, the two communities have exchanged delegations multiple times to build relationships and partnerships in the areas of education, arts and culture, economic opportunities, and disaster preparedness. Another delegation from Rikuzentakata is travelling to Del Norte in January 2019 with a primary focus on schools, and a workshop – funded through a US Embassy grant – is planned for late 2019 and will focus on inclusion in schools and women in leadership. Business relationships are also being explored related to cheese, beer, and aquaculture.

The development of this relationship has been made possible through the time, efforts, and funding of many agencies and individuals. These include Crescent City and Del Norte County, Del Norte County School District, the Harbor District, the California Redwood Arts Association, business leaders, the Triplicate, local students, and more.

In order to ensure the Sister City relationship continues, the Del Norte County Board of Supervisors has approved the formation of a Sister City Committee at its December 11, 2018 meeting. Chair Howard's letter requesting the committee's formation is attached.

### ANALYSIS

Staff agrees with Chair Howard that the formation of a Sister City Committee will be beneficial to

the City in terms of advancing the sister city relationship with Rikuzentakata, Japan. The committee will be a useful resource as the City and County proceed with organizing future delegation exchanges, grant opportunities, and strategic planning for our Sister City relationship. The committee will be a two-by-two joint committee, with two Council members and two Supervisors appointed. The City Manager and County Administrative Officer will provide staff support as required. The purpose of the committee will be to develop recommendations which will then be presented to the City Council and Board of Supervisors for approval. The committee's input will also be utilized to analyze proposed Sister City related council agenda items as needed for consideration by the entire council. Council direction would be required for any financial commitments or to direct staff.

**FISCAL ANALYSIS**

The creation of a Sister City Committee has no direct financial impact, although staff time will be used to support the committee.

**Attachments**

- Letter from Chair Howard to the Board of Supervisors requesting formation of Sister City Committee

\_\_\_\_\_  
CM

  
\_\_\_\_\_  
Finance

\_\_\_\_\_  
Legal



County of Del Norte  
Chris Howard, District 3 Supervisor  
981 "H" Street, Ste. 200  
Crescent City, California 95531

Phone  
(707) 464-7204

Fax  
(707) 464-1165

**Re: Proposal to Create a Committee Supported by Staff to Maintain the City of Crescent City and County of Del Norte's Sister City Relationship with the City Rikuzentakata, Japan**

The City of Crescent City and the County of Del Norte memorialized on April 16, 2018 the creation of a Sister City Relationship with Rikuzentakata Japan. This relationship has fostered widespread community support both by our youth, citizens and elected leaders. This relationship which was developed through extraordinary circumstances tells a story of community resiliency and strength to overcome what appear to be insurmountable obstacles forced upon us by natural disaster.

In recognition of this relationship and the significant number of events and opportunities that have developed for the City of Crescent City and the County of Del Norte over the last five years, it is prudent for the County and City to consider the importance of a joint standing committee of elected and staff to help insure the continuity of this relationship. To that end, the joint committee would provide input and ideas to staff to assist the governing agencies and key staff in maintenance of this relationship and ongoing efforts as they relate to education, economic development, cultural awareness and emergency preparedness.

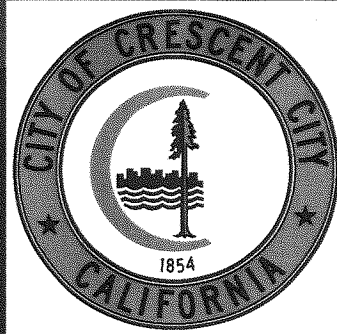
This relationship in the past two years has moved at an unprecedented pace making it difficult for elected leaders that do not function in a full-time capacity to insure this vital relationship is maintained. With guidance and input from this committee and as directed by the Board and Council, staff would carry out local community outreach, communication with Rikuzentakata and appropriate State and Federal agencies including the US Embassy in Japan and Counsel General of Japan in San Francisco.

We have seen cultural exchange now occurring on a biannual basis both between our students and community. This relationship is creating economic opportunities for local business around dairy, cheese, aquaculture and beer, as well as invitations to participate in emergency preparedness discussions at a local, state, federal and now global level with the City and County's invitation to the United Nations. This has allowed us to tell our unique and moving story across the world as a way to inspire and foster new relationships around the world.

We are in a unique and unprecedented period in this community's history. We now have the opportunity to take the initiative to insure all aspects of this relationship are fully recognized and supported. We can most effectively do this through the creation of this ongoing Joint City County Sister City focused committee with direct staff involvement that the importance of this relationship does not falter as elected leaders move on from office.

Chris Howard, District 3 Supervisor  
Board of Supervisors  
Del Norte County, California

# 2019 CITY COUNCIL CALENDAR



## JANUARY

- 7 : Regular Council meeting  
16-18 : New Mayors & Council  
Members Academy,  
Sacramento  
30-Feb. 1: New Mayors and Council  
Members Academy, Irvine  
22 : Special Council meeting

## FEBRUARY

- 4 : Regular Council meeting  
19 : Special Council meeting

## MARCH

- 4 : Regular Council meeting  
18 : Regular Council meeting

## APRIL

- 1 : Regular Council meeting  
15 : Regular Council meeting  
24: Legislative Action Day,  
Sacramento

## MAY

- 6 : Regular Council meeting  
20 : Regular Council meeting

## JUNE

- 3 : Regular Council meeting  
17 : Regular Council meeting  
19-20 : Mayors & Council Members  
Executive Forum, Newport  
Beach  
21 : Mayors & Council Members  
Advanced Leadership  
Workshops, Newport Beach

## JULY

- 1 : Regular Council meeting  
15 : Regular Council meeting

## AUGUST

- 5 : Regular Council meeting  
19 : Regular Council meeting

## SEPTEMBER

- 3 : Special Council meeting  
16 : Regular Council meeting

## OCTOBER

- 7 : Regular Council meeting  
16-18 : Annual Conference & Expo  
Long Beach  
21 : Regular Council meeting

## NOVEMBER

- 4 : Regular Council meeting  
18 : Regular Council meeting

## DECEMBER

- 2 : Regular Council meeting  
16 : Regular Council meeting

**CITY COUNCIL MEMBER COMMITTEE, COMMISSION & BOARD APPOINTMENTS 2018-2019 as appointed at the <> meeting**

<b>ORGANIZATION</b>	<b>PURPOSE</b>	<b>MTG. SCHEDULE</b>	<b>CONTACT</b>	<b>REPS</b>
Border Coast Regional Airport Authority (BCRAA)	A Joint Powers Authority (JPA) with a Board of Commissioners comprised of representatives from Del Norte County, the City of Crescent City, Elk Valley Rancheria, Tolowa Dee-ni' Nation, City of Brookings, and Curry County. BCRAA is responsible for regulatory compliance, capital improvements, maintenance and promotion of three airports within Del Norte County: Jack McNamara Field-Crescent City (Commercial), Ward Field-Gasquet (General Aviation) and Andy McBeth Field-Klamath (General Aviation).	Monthly on the first Thursday at 1:30@ Flynn Center	Susan Daugherty, Airport Director, 707-464-7288, <a href="mailto:sdaugherty@co.del-norte.ca.us">sdaugherty@co.del-norte.ca.us</a>	<> Alt. <>
Chamber of Commerce Board of Directors	The Chamber develops, supports, and advocates for an environment that fosters sustainable community, health, and economic development	Monthly on the fourth Friday at 12:00pm @ RHS*	Sarah Caron, Executive Director of the Chamber, 707-464-3174 chamber@delnorte.org	<> Alt. <>
Coastal Cities Issues Group (CCIG)	A LoCC Special Task Force working group whose purpose is to build a productive, working relationship with the CA Coastal Commission and provide a forum for coastal cities to collaborate on coastal issues of concern.	Quarterly phone calls and an annual meeting as called by the chair	Sara Rounds, Regional Public Affairs Program Manager, 916-658-8243 roundss@cacities.org	<> Alt. <>
Crescent City Port Search and Rescue	Includes the City, County, Harbor, Sheriff, Coast Guard, and Coast Guard Auxiliary regarding communications and emergency response.	As needed	Charlie Helms, Harbormaster, 707-464-6174 chelms@ccharbor.com	<> Alt. <>
Del Norte Local Transportation Commission (DNLTC)	Prepares and adopts planning and programming documents required by law, and allocates funds and administers various funding programs that primarily involve the City of Crescent City, County of Del Norte, Redwood Coast Transit Authority, and Native American Tribes.	Monthly on the second Thursday at 11:00am @ Flynn Center	Tamera Leighton, Director, 707-465-3878 tamera@dnltc.org	<> <> <> <> Alt. <>
Del Norte Solid Waste Management Authority (DNSWMA)	A Joint Powers Authority (JPA) consisting of two County Supervisors, two Council Members, and one Public Member; is responsible for solid waste management in Del Norte County including providing gate staff and accounting for the Del Norte County Transfer Station, Gasquet and Klamath Transfer Stations, and maintaining the closed Crescent City Landfill. The Authority also oversees contracts for trash and recycling collections, transfer station operations, and household hazardous waste events.	Monthly on the third Tuesday @ 3:30 p.m. at the Del Norte County Board of Supervisors' Chambers. *	Tedd Ward, Exec. Director, 707-465-1100 tedd@recycledelnorte.ca.gov	<> <> Alt. <>
Humboldt/Del Norte Hazardous Materials Response Authority (HazMat JPA)	Establishing and maintaining hazardous materials response capabilities as an area wide Hazard Materials Response Team	Quarterly; Eureka via phone	Humboldt Co. Health Dept. (Bill Gillespie, Fire Chief/Local Contact, 707-458-8906) bgillespie@crescentcity.org	<> <>
Inter Governmental Relations Committee (IGRC)	Opportunity to share agency and organizational information between a wide range of community organizations and agencies	Quarterly on the second Wednesday of the month @ WWTP	Shared Leadership Robin Patch, City Clerk <a href="mailto:rpatch@crescentcity.org">rpatch@crescentcity.org</a>	<> <> <> Alt. <>
Last Chance Grade Stakeholder Group (LCGSG)	Facilitator-led collaboration of stakeholders to discuss the long-term future of Last Chance Grade	- Hiatus -	John Driscoll, 707-407-3585	<> Alt. <>
League of Cities Legislative Delegate	Reviews and tracks legislation that impact cities and represents the City Council's position(s) when voting at League meetings	Regional meetings as needed; usually in conjunction with quarterly Division mtgs.	Sara Rounds, Regional Public Affairs Program Manager, 916-658-8243 roundss@cacities.org	<> Alt. <>

Boards and Commissions, 2018-2019

Local Agency Formation Commission (LAFCO)	Prepares Municipal Services; reviews sphere of influence updates for the City and independent special districts; reviews reorganizations, consolidations, detachments, annexations, and activation of powers for special districts; approves City annexations and SOI Amendments; has authority for new Districts and City formations	Monthly on the fourth Monday at 4:00pm @ Flynn Center	George Williamson, Executive Officer, 707-825-8260 eo@delnortelafco.org	< > < > Alt. < >
Oversight Board to the Successor Agency to the Crescent City Redevelopment Agency	Provides oversight to the actions of the Successor Agency to the Redevelopment Agency of the City of Crescent City	Monthly on the second Wednesday at 1:00pm @ Flynn Center	Eric Wier, City Manager, 707-464-7483 <a href="mailto:ewier@crescentcity.org">ewier@crescentcity.org</a>	< > < > Alt. < >
Pelican Bay State Prison (PBSP) Citizens Advisory Committee	Warden and staff leaders advise and inform the group of current events and/or situations at the prison.	Every other month on the second Wednesday at 3:00pm @PBSP, Warden's Office	James Robertson, Warden, 707-465-1000 Sylvia Zarate, Exec. Assistant 707-465-9000 <a href="mailto:sylvia.zarate@cdcr.ca.gov">sylvia.zarate@cdcr.ca.gov</a>	< > < > Alt. < >
Redwood Empire Division of the League of Cities	To disseminate information relating to city government, foster periodic meetings of city officials for the discussion of city issues and priorities for the purpose of promoting governmental efficiency and economy, and promote greater interest and more active civic consciousness among the Division's constituents as to its importance and significance.	Quarterly, in member cities	Sara Rounds, Regional Public Affairs Program Manager, 916-658-8243 <a href="mailto:roundss@cacities.org">roundss@cacities.org</a>	< > Alt. < >
Redwood Coast Transit Authority (RCTA)	Oversees and advocates for the local transit system and related local transportation needs and provides policy direction and oversight to the County's transit system.	Monthly on 3rd Weds. at 3:30pm @ Flynn Center	Joe Rye 707-235-3078 <a href="mailto:tmtpcconsulting@gmail.com">tmtpcconsulting@gmail.com</a>	< > < > Alt. < >
Tri-Agency Economic Development Authority	A Joint Powers Authority (JPA) designed to encourage and enhance economic development in Del Norte County.	As needed	Eric Wier, City Manager, 707-464-7483 ext. 234 <a href="mailto:ewier@crescentcity.org">ewier@crescentcity.org</a>	< > < > Alt. < >
Visitors Bureau	To encourage and enhance tourism in Del Norte County.	Monthly on the third Thursday at 4 pm @ Cultural Center	Sarah Caron, Executive Director, 707.464.8511 <a href="mailto:chamber@delnorte.org">chamber@delnorte.org</a>	< > Alt. < >

\* Meeting dates and times may be revised after new Board Members, Committee Members, or Commissioners are appointed.



**Ad Hoc Committees that convene occasionally and are appointed as needed**

ORGANIZATION	PURPOSE	REPS
Auditor Ad-Hoc	The Auditor is selected by, and works for, the City Council. This committee develops the request for proposal (RFP) and makes recommendations to the City Council regarding the approval of the Auditor contract.	< > < >
Code of Ethics Ad Hoc	Effort to review and revise the Council Code of Ethics	< > < >
County of Del Norte Ad Hoc Committee	Meets to discuss matters of mutual interest	< > < >
Healthcare District Ad Hoc Committee	Temporary committee to review health care changes related to Sutter Coast Hospital	< > < >
Cultural Center Ad Hoc		
Fire Department Ad Hoc		
Redwood National & State Park Ad Hoc Committee	Meets to discuss matters of mutual interest	< > < >
H.E.L.P. Committee	Meets to discuss solutions to the homeless issue in Del Norte County	< >