

# 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 3, 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)*

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

## **OPEN SESSION**

Call to order  
Roll call  
Pledge of Allegiance

## **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.*

## **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)*

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

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

## **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)*

*\*\*\* Recess to congratulate new and outgoing Council Members \*\*\**

## **CEREMONIAL ITEMS**

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

## **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)*

*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)

## **CONTINUING 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)

## **NEW BUSINESS**

### **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 an agreement with the County of Del Norte for Administration of City Swim Camp. (Pool Manager/City Manager)

### **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)

### **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)

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

### **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)

## **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.)

- **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, December 17, 2018 at 5:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.**

**POSTED:**

November 30, 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

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: ROBIN PATCH, CITY CLERK/ADMINISTRATIVE ANALYST**

**DATE: NOVEMBER 19, 2018**

**SUBJECT: CERTIFICATION OF ELECTION RESULTS**

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## 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

## BACKGROUND

On July 2, 2018 the City Council adopted Resolution No. 2018-31 specifying offices to be filled and requesting consolidation of the November 6, 2018 Crescent City Election with the November 6, 2018 Statewide Election. The offices to be filled were those of Council Member Blake Inscore and Council Member Darrin Short. There were three candidates that filed to run for those offices and hold a four-year term; those candidates were: Tony Cervantes, Blake Inscore (incumbent) and Isaiah Wright.

## ANALYSIS

On November 6, 2018 the Crescent City Election was consolidated with the Statewide General Election and it was determined that both Blake Inscore (incumbent) and Isaiah Wright were elected to the vacancies by popular vote. The elections are certified by resolution and once approved by the Council, the City Clerk will swear in the newly elected Council Members and they will take their seats at the dais.

## ATTACHMENT(S)

1. Resolution No. 2018-68
2. Certification of Election Results by City Clerk Robin Patch
3. Statement of Vote from Del Norte County Clerk/Recorder Alissia Northrup

*EW*  
CM

**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**

**WHEREAS**, the City of Crescent City Election was consolidated with the Del Norte County Statewide General Election and conducted in the City of Crescent City, California on Tuesday, November 6, 2018, as required by law; and

**WHEREAS**, pursuant to Resolution 2018-31, the Del Norte County Clerk-Recorder Department canvassed the returns of the election and the City Clerk has certified the results to this City Council, the results are received, attached and made apart hereof as "Exhibit A."

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1:** That the number of people who voted in City precincts was 980, and the whole number of ballots cast in the City precincts was 980.

**SECTION 2:** That the names of persons voted for at the election for Member of the City Council are as follows: Tony Cervantes, Blake Inscore and Isaiah Wright.

**SECTION 3:** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in Exhibit A, attached.

**SECTION 4:** The City Council does declare and determine that Blake Inscore was elected as a Member of the City Council for the full term of four years and Isaiah Wright was elected as a Member of the City Council for the full term of four years.

**SECTION 5:** That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated. That the City Clerk shall also administer to each person elected the Oath of Office prescribed In the Constitution of the State of California. Each and all of the persons so elected shall be inducted into the respective office to which they have been elected.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 19th day of November 2018, by the following polled vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST:

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

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



ROBIN E. PATCH  
CITY CLERK  
377 J STREET  
CRESCENT CITY, CA 95531  
(707) 464-7483, EXT. 223

**CITY OF CRESCENT CITY  
CITY CLERK  
ELECTIONS OFFICIAL**

CERTIFICATE OF CITY CLERK TO RESULTS OF THE COUNTY CLERK/RECORDER'S  
CANVASS OF THE CITY OF CRESCENT CITY ELECTION CONSOLIDATED WITH THE  
DEL NORTE COUNTY STATEWIDE GENERAL ELECTION HELD ON  
NOVEMBER 6, 2018.

**STATE OF CALIFORNIA**

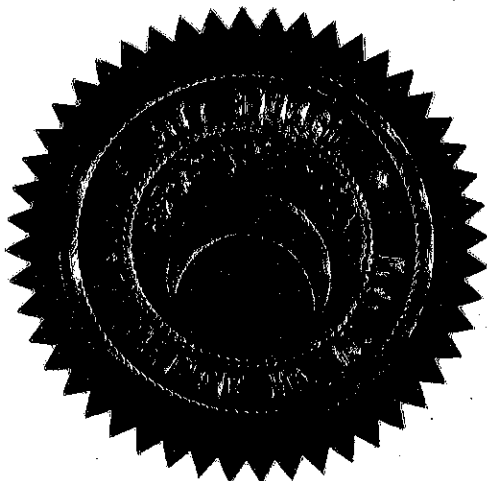
**CITY OF CRESCENT CITY**

I, **ROBIN E. PATCH**, City Clerk of said city, do hereby certify that, in pursuance of the provisions of the California Elections Code, the County Clerk/Recorder Alissia D. Northrup did canvass the returns of the votes cast in the City of Crescent City Election consolidated with the Del Norte County Statewide General Election held on November 6, 2018, for the elective offices and submitted to the vote of the City Voters, and that the Statement or Votes Cast, to which this certificate is attached, shows the total number of votes cast in said City and in each of the respective precincts therein, and the totals of the respective columns and the totals for each person are full, true and correct.

WITNESS MY HAND AND OFFICIAL SEAL THIS  
28<sup>th</sup> DAY OF NOVEMBER 2018

A handwritten signature in black ink, appearing to read "Robin E. Patch", is written over a circular official seal.

**ROBIN E. PATCH  
CITY CLERK/ELECTIONS OFFICIAL**



# Election Summary Report

General Election

Del Norte County

November 06, 2018

Summary for: CITY OF CRESCENT CITY, CITY COUNCIL MEMBER, CITY OF CRESCENT CITY, All Tabulators, All Counting Groups

Registered Voters: 980 of 1,968 (49.80%)

Ballots Cast: 980

## CITY OF CRESCENT CITY, CITY COUNCIL MEMBER (Vote for 2)

		Total
Times Cast		980 / 1,968 49.80%
Candidate	Party	Total
TONY CERVANTEZ		306
ISAIAH WRIGHT		469
BLAKE INSCORE		587
Total Votes		1,362
		Total



Statement of Votes Cast  
City of Crescent City  
City Council  
Certified Results

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
<b>Electionwide</b>				
<b>Countywide</b>				
PRECINCT 01	915	449	449	49.07%
PRECINCT 04	573	260	260	45.38%
PRECINCT 05	480	271	271	56.46%
Countywide - Total	1,968	980	980	49.80%
Electionwide - Total	1,968	980	980	49.80%

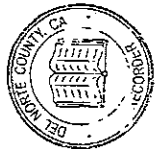
### CITY OF CRESCENT CITY, CITY COUNCIL MEMBER (Vote for 2)

Precinct	Times Cast	Registered Voters
<b>Electionwide</b>		
<b>Countywide</b>		
PRECINCT 01	449	915
PRECINCT 04	260	573
PRECINCT 05	271	480
Countywide - Total	980	1,968
Electionwide - Total	980	1,968

Precinct	TONY CERVANTEZ	ISAIAH WRIGHT
<b>Electionwide</b>		
<b>Countywide</b>		
PRECINCT 01	144	209
PRECINCT 04	87	124
PRECINCT 05	75	136
Countywide - Total	306	469
Electionwide - Total	306	469

Precinct	BLAKE INSCORE	Total Votes
<b>Electionwide</b>		
<b>Countywide</b>		
PRECINCT 01	266	619
PRECINCT 04	157	368
PRECINCT 05	164	375
Countywide - Total	587	1,362
Electionwide - Total	587	1,362

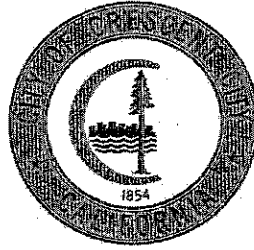
THIS IS A TRUE CERTIFIED COPY OF THE RECORD  
FILED IN THE COUNTY OF DEL. NO. THE RECORDER'S  
OFFICE IF IT BEARS THE SEAL IN PURPLE INK



BY Ysac N. Notmy  
DEPUTY

Recognition of Outgoing  
Council Member Darrin Short

# Installation of New Council Members



# CITY OF CRESCENT CITY

## *Oath or Affirmation of Allegiance for Public Officers and Employees*

The Execution of this Oath is Required by Article 20, Section 3, of the Constitution of the State of California,

I, Blake Inscore, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Blake Inscore, Council Member

NAME AND TITLE OF PUBLIC OFFICER/EMPLOYEE

\_\_\_\_\_  
SIGNATURE OF PUBLIC OFFICER/EMPLOYEE

Subscribed and sworn to before me this 3<sup>rd</sup> day of December, 2018.

Robin Patch, City Clerk /Administrative Analyst

NAME AND TITLE OF OFFICER ADMINISTERING OATH

\_\_\_\_\_  
SIGNATURE OF OFFICER ADMINISTERING OATH

CITY OF CRESCENT CITY  
OFFICE OF THE CITY CLERK  
ELECTION CERTIFICATE

*I, Robin E. Patch, City Clerk of the City of Crescent City, certify that*

**Blake Inscore**

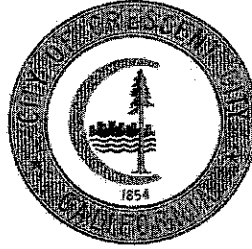
*was elected to the office of*

**City Council Member  
Four Year Term**

*at the Crescent City, California, Election held on November 6, 2018.*

WITNESS MY HAND AND OFFICIAL SEAL THIS 28TH  
DAY OF NOVEMBER 2018

ROBIN E. PATCH, CITY CLERK/ELECTIONS OFFICIAL



# CITY OF CRESCENT CITY

## *Oath or Affirmation of Allegiance for Public Officers and Employees*

The Execution of this Oath is Required by Article 20, Section 3, of the Constitution of the State of California,

I, *Isaiah Wright*, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Isaiah Wright, Council Member

NAME AND TITLE OF PUBLIC OFFICER/EMPLOYEE

\_\_\_\_\_  
SIGNATURE OF PUBLIC OFFICER/EMPLOYEE

Subscribed and sworn to before me this 3<sup>rd</sup> day of December, 2018.

Robin Patch, City Clerk / Administrative Analyst

NAME AND TITLE OF OFFICER ADMINISTERING OATH

\_\_\_\_\_  
SIGNATURE OF OFFICER ADMINISTERING OATH



CITY OF CRESCENT CITY  
OFFICE OF THE CITY CLERK  
ELECTION CERTIFICATE

*I, Robin E. Patch, City Clerk of the City of Crescent City, certify that*

**Isaiiah Wright**

*was elected to the office of*

**City Council Member  
Four Year Term**

*at the Crescent City, California, Election held on November 6, 2018.*

WITNESS MY HAND AND OFFICIAL SEAL THIS 28TH  
DAY OF NOVEMBER 2018

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ROBIN E. PATCH, CITY CLERK/ELECTIONS OFFICIAL

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF  
CRESCENT CITY PROCLAIMING DECEMBER 3, 2018 AS FIRE CHIEF  
STEVE WAKEFIELD DAY**

**WHEREAS**, Chief Steve Wakefield began his career with the Crescent Fire and Rescue in 1976 as a volunteer firefighter and has served his community in the fire department for a total of 42 years; and

**WHEREAS**, he ultimately rose to the role of Fire Chief wherein he served in that capacity for a total of 23 years; and

**WHEREAS**, Chief Wakefield was the primary driving force for joining the Crescent City Volunteer Fire Department and the Crescent Protection Fire District personnel to a centralized strength, while maintaining exceptional service; and

**WHEREAS**, under his effective leadership, Crescent Fire and Rescue has grown to meet the emergency response needs of the community it serves; and

**WHEREAS**, Chief Wakefield has led Crescent Fire and Rescue administratively and operationally with an exceptional amount of pride and passion, always leading from his heart; and

**WHEREAS**, he has always been responsive to individuals' physical and emotional pain while offering grace and mercy for every person's emergency; and

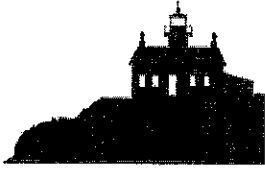
**WHEREAS**, the City of Crescent City is grateful for the passion and dedication shown by Chief Wakefield for his many years of service; and

**NOW THEREFORE, BE IT PROCLAIMED**, that the City Council of the City of Crescent City proclaims December 3, 2018 as Fire Chief Steve Wakefield Day and in honor of his personal motto "service above self", we ask the citizens to take a moment of your day to perform a random act of kindness for another person, as this is what brings our community together.

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Blake Inscore, Mayor

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# 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 the process that was outlined in the report of how water is treated needs to be corrected as it has a step backwards in the 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 then the rural residential area that is to the north of the resource lands, which is 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. Mr. Williamson 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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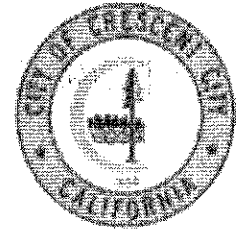
Robin Patch  
City Clerk/Administrative Analyst



# Accounts Payable

## 11-10-18 to 11-23-18 Council

OR



User: crawlings

Printed: 11/26/2018 - 3:33 PM

Check Num	Check Da	Account	Description	Amount	Selected for Vo
0	11/13/2018	610-000-2173-0000C	Nov 18 Premiums	51,228.18	no
0	11/13/2018	001-470-4125-0000C	Nov 18 Premiums-Morelos	813.96	no
0	11/13/2018	630-000-4125-0000C	Nov 18 Premiums-Retirees	5,436.00	no
0	11/13/2018	630-000-4125-0000C	Nov 18 Admin Fee-Retirees	21.77	no
0	11/13/2018	001-111-4125-0000C	Nov 18 Admin Fees	119.70	no
0	11/19/2018	610-000-2185-0000C	PR Batch 00002.11.2018 State Income Tax	4,335.30	no
0	11/19/2018	610-000-2189-0000C	PR Batch 00002.11.2018 Federal Income Tax	14,223.70	no
0	11/19/2018	610-000-2188-0000C	PR Batch 00002.11.2018 Medicare Employee Portion	2,216.59	no
0	11/19/2018	610-000-2188-0000C	PR Batch 00002.11.2018 Medicare Employer Portion	2,216.59	no
0	11/19/2018	610-000-2187-0000C	PR Batch 00002.11.2018 EE Contribution	10,567.11	no
0	11/19/2018	610-000-2187-0000C	PR Batch 00002.11.2018 ER Contribution	13,155.01	no
0	11/19/2018	610-000-2187-0000C	PR Batch 00002.11.2018 Service Credit Purchase	414.18	no
0	11/19/2018	610-000-2187-0000C	PR Batch 00002.11.2018 Survivor Benefit	55.84	no
0	11/19/2018	610-000-2185-0000C	PR Batch 00911.11.2018 State Income Tax	32.52	no
0	11/19/2018	610-000-2189-0000C	PR Batch 00911.11.2018 Federal Income Tax	388.75	no
0	11/19/2018	610-000-2188-0000C	PR Batch 00911.11.2018 Medicare Employee Portion	182.11	no
0	11/19/2018	610-000-2188-0000C	PR Batch 00911.11.2018 Medicare Employer Portion	182.11	no
432612	11/13/2018	610-000-2174-0000C	Nov 18 Premiums	2,239.96	no
432613	11/13/2018	610-000-2177-0000C	Nov 18 Premiums	4,945.92	no
432613	11/13/2018	001-470-4125-0000C	Nov 18 Premiums-Morelos	88.32	no
432614	11/13/2018	610-000-2179-0000C	Nov 18 Premiums	245.00	no
432615	11/13/2018	001-111-4124-0000C	3rd Qtr 18 UI - VanDermark	185.58	no
432615	11/13/2018	412-111-4124-0000C	3rd Qtr 18 UI - VanDermark	51.55	no
432615	11/13/2018	413-111-4124-0000C	3rd Qtr 18 UI - VanDermark	376.32	no
432615	11/13/2018	419-111-4124-0000C	3rd Qtr 18 UI - VanDermark	376.31	no
432616	11/13/2018	001-240-4125-0000C	Oct 18 Premiums	105.00	no
432617	11/13/2018	508-508-4407-0000C	Pre-employment screening	40.00	no
432617	11/13/2018	001-230-4407-0000C	Pre-employment screening	40.00	no
432617	11/13/2018	001-480-4407-0000C	3 Pre-employment screenings	120.00	no
432617	11/13/2018	001-111-4407-0000C	Annual Participation Fee for DOT Random Drug Testing	85.00	no
432618	11/13/2018	001-240-4411-0000C	Fingerprinting Fee-D Miller	22.00	no
432619	11/13/2018	001-240-4411-0000C	Fingerprinting App- Bustman	32.00	no
432619	11/13/2018	001-240-4411-0000C	Fingerprinting App- D Miller	32.00	no
432620	11/13/2018	610-000-2179-0000C	Nov 18 Premiums	2,344.96	no
432620	11/13/2018	001-470-4125-0000C	Nov 18 Premiums-Morelos	24.41	no
432621	11/13/2018	610-000-2175-0000C	Nov 18 Premiums	1,146.75	no
432621	11/13/2018	001-470-4125-0000C	Nov 18 Premiums-Morelos	20.85	no
432622	11/19/2018	610-000-2170-0000C	PR Batch 00911.11.2018 Child Support-CA %	163.19	no
432622	11/19/2018	610-000-2170-0000C	PR Batch 00911.11.2018 Child Support-CA %	50.88	no
432623	11/19/2018	610-000-2184-0000C	PR Batch 00002.11.2018 Misc EE Association Fund	90.00	no
432624	11/19/2018	610-000-2181-0000C	PR Batch 00002.11.2018 CCPOA Dues	350.00	no
432625	11/19/2018	610-000-2178-0000C	Plan #300878	808.77	no
432625	11/19/2018	610-000-2178-0000C	Plan #300878	465.90	no
432625	11/19/2018	610-000-2186-0000C	Plan #306752	135.02	no
432625	11/19/2018	610-000-2186-0000C	Plan #306752	643.78	no

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Check Num	Check Da	Account	Description	Amount	Selected for Vo
432625	11/19/2018	610-000-2178-0000C	Plan #300878	25.00	no
432625	11/19/2018	610-000-2178-0000C	Plan #300878	1,509.93	no
432625	11/19/2018	610-000-2186-0000C	Plan #306752	157.63	no
432625	11/19/2018	610-000-2186-0000C	Plan #306752	751.81	no
432626	11/19/2018	610-000-2170-0000C	PR Batch 00002.11.2018 IRS Levy	73.50	no
432627	11/16/2018	413-120-4415-0000C	UB web pmt fees: OCT 2018	788.40	no
432627	11/16/2018	419-120-4415-0000C	UB web pmt fees: OCT 2018	788.40	no
432628	11/16/2018	151-485-4409-1621/	CDBG General Admin services for 16 CDBG: OCT 2018	400.00	no
432629	11/16/2018	508-508-4390-0000C	batteries #21	153.24	no
432630	11/16/2018	419-372-3821-4102E	BOV Water Maintenance: OCT 2018	7,102.20	no
432631	11/16/2018	413-351-4220-0000C	Propane (ACCT: 02-1010727)	152.30	no
432632	11/16/2018	419-371-4320-0432C	Protective Footwear Reimbursement FY19	66.66	no
432632	11/16/2018	413-353-4320-0432C	Protective Footwear Reimbursement FY19	66.67	no
432632	11/16/2018	001-364-4320-0432C	Protective Footwear Reimbursement FY19	66.67	no
432633	11/16/2018	001-240-4330-0000C	Fuel for patrol cars	2,337.33	no
432634	11/16/2018	419-000-2110-0000C	Refund Check	30.30	no
432635	11/16/2018	419-372-3822-4102S	Water Maintenance: OCT 2018	800.53	no
432636	11/16/2018	413-351-4390-0000C	Microbiology supplies	751.81	no
432637	11/16/2018	001-470-4390-0000C	wedges	31.07	no
432637	11/16/2018	001-470-4390-0000C	blower parts/maintenance	67.78	no
432638	11/16/2018	419-372-3823-4103C	Water Maintenance: OCT 2018	586.78	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 105-260-011	431.26	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 105-160-002	19.70	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 106-021-012	39.44	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 120-135-002	22.94	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 120-135-001	22.60	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 110-222-025	28.24	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 117-050-001	33.92	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 120-280-017	77.76	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 105-042-010	63.12	no
432639	11/16/2018	419-371-4680-0000C	Property Tax: APN 120-130-007	17.62	no
432640	11/16/2018	001-230-4310-0000C	legal pads, sheet protectors, notebooks, binders	34.25	no
432640	11/16/2018	001-230-4310-0000C	red sharpie	3.74	no
432640	11/16/2018	001-364-4390-1002S	binders for safety policies at City Hall	5.56	no
432640	11/16/2018	001-240-4310-0000C	scissors, tissue	14.90	no
432640	11/16/2018	001-240-4310-0000C	CREDIT: notebooks	-34.31	no
432640	11/16/2018	413-353-4390-0000C	binders for safety policies at City Hall	5.56	no
432640	11/16/2018	413-120-4310-0000C	letter opener- UB dept	2.80	no
432640	11/16/2018	419-371-4390-0000C	binders for safety policies at City Hall	5.56	no
432640	11/16/2018	419-120-4310-0000C	letter opener- UB dept	2.81	no
432640	11/16/2018	001-240-4310-0000C	legal pads	7.25	no
432640	11/16/2018	001-240-4310-0000C	notebooks	34.31	no
432641	11/16/2018	001-480-4390-0000C	rope	10.11	no
432642	11/16/2018	419-000-2110-0000C	Refund Check	155.30	no
432643	11/16/2018	001-251-3714-0000C	Overpayment of Plan Check Fee: BP#2018-161 (391 M St)	523.00	no
432644	11/16/2018	001-350-4230-0000C	707-464-9506 monthly phone 10/30/18- 11/29/18	134.26	no
432644	11/16/2018	001-240-4230-0000C	707-464-2133 monthly phone 10/30/18- 11/29/18	159.87	no
432645	11/16/2018	413-352-4470-0000C	Sample delivery to North Coast Labs	30.00	no
432645	11/16/2018	413-352-4470-0000C	Sample delivery to North Coast Labs	30.00	no
432645	11/16/2018	413-352-4470-0000C	Sample delivery to North Coast Labs	30.00	no
432646	11/16/2018	413-351-4390-0000C	coli p/a comparator	17.83	no
432647	11/16/2018	419-000-2110-0000C	Refund Check	163.59	no
432648	11/16/2018	508-508-4390-0000C	rectangular tube	95.46	no
432648	11/16/2018	001-112-4392-0000C	metal bars for holiday lights	99.76	no
432649	11/16/2018	001-112-4434-0000C	REIMBURSEMENT: flight to San Francisco for a Sister City Rndtble	168.00	no

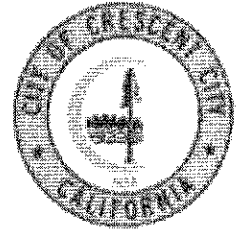
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432650	11/16/2018	508-508-4390-0000C	tire #32	161.25	no
432651	11/16/2018	419-000-2110-0000C	Refund Check	155.30	no
432652	11/16/2018	001-470-4370-0000C	Janitorial Supplies- City-Wide	87.92	no
432652	11/16/2018	001-230-4370-0000C	Janitorial Supplies- City-Wide	7.82	no
432652	11/16/2018	001-240-4370-0000C	Janitorial Supplies- City-Wide	7.81	no
432652	11/16/2018	001-471-4370-0000C	Janitorial Supplies- City-Wide	7.82	no
432652	11/16/2018	001-480-4370-0000C	Janitorial Supplies- City-Wide	19.53	no
432652	11/16/2018	412-100-4370-0000C	Janitorial Supplies- City-Wide	7.82	no
432652	11/16/2018	413-352-4370-0000C	Janitorial Supplies- City-Wide	7.81	no
432652	11/16/2018	508-508-4370-0000C	Janitorial Supplies- City-Wide	9.77	no
432652	11/16/2018	001-350-4370-0000C	Janitorial Supplies- City-Wide	22.27	no
432652	11/16/2018	001-111-4370-0000C	Janitorial Supplies- City-Wide	0.78	no
432652	11/16/2018	001-113-4370-0000C	Janitorial Supplies- City-Wide	0.79	no
432652	11/16/2018	001-114-4370-0000C	Janitorial Supplies- City-Wide	0.78	no
432652	11/16/2018	001-120-4370-0000C	Janitorial Supplies- City-Wide	3.12	no
432652	11/16/2018	001-251-4370-0000C	Janitorial Supplies- City-Wide	0.39	no
432652	11/16/2018	001-313-4370-0000C	Janitorial Supplies- City-Wide	0.79	no
432652	11/16/2018	413-120-4370-0000C	Janitorial Supplies- City-Wide	0.78	no
432652	11/16/2018	419-120-4370-0000C	Janitorial Supplies- City-Wide	0.78	no
432652	11/16/2018	420-115-4370-0000C	Janitorial Supplies- City-Wide	0.78	no
432652	11/16/2018	001-480-4370-0000C	Janitorial Supplies	69.74	no
432653	11/16/2018	413-357-4320-0000C	uniforms	12.12	no
432653	11/16/2018	001-120-4370-0000C	Janitorial Supplies/ Services	9.25	no
432653	11/16/2018	508-508-4320-0000C	uniforms	7.49	no
432653	11/16/2018	413-351-4320-0000C	uniforms	18.93	no
432653	11/16/2018	413-352-4320-0000C	uniforms	43.25	no
432654	11/16/2018	151-485-4796-1618C	Microenterprise Technical Assistance services: OCT 2018	11,681.66	no
432655	11/16/2018	419-000-2110-0000C	Refund Check	67.06	no
432656	11/16/2018	001-240-4530-0000C	CLETS Trng: meals, 10/16-19/18 (REMAINDER)	52.80	no
432657	11/16/2018	001-240-4380-0000C	Dog food for K9's	85.89	no
432658	11/16/2018	001-000-2230-0000C	CC Deposit Refund: Event Date 10/25/18	75.00	no
432659	11/16/2018	419-000-2110-0000C	Refund Check	250.00	no
432661	11/16/2018	419-000-2110-0000C	Refund Check	55.36	no
432662	11/16/2018	419-000-2110-0000C	Refund Check	800.00	no
432663	11/16/2018	413-357-4390-0000C	black pipe & plumbing parts	86.02	no
432663	11/16/2018	413-353-4390-0000C	filter	35.81	no
432664	11/16/2018	419-371-4390-0000C	Rock to be delivered throughout the year for road base	393.96	no
432664	11/16/2018	413-353-4390-0000C	Rock to be delivered throughout the year for road base	49.25	no
432664	11/16/2018	001-364-4390-10025	Rock to be delivered throughout the year for road base	49.25	no
432665	11/16/2018	413-352-4340-0000C	Sodium hypochlorite	3,708.75	no
432665	11/16/2018	419-371-4340-0000C	Sodium hypochlorite	1,854.38	no
432665	11/16/2018	001-480-4340-0000C	Sodium hypochlorite	123.63	no
432666	11/16/2018	001-240-4530-0000C	Tamaki Foundation: meals, C.Votruba, 10/29-31/18 (FULL AMOUNT)	207.20	no
432667	11/16/2018	419-000-2110-0000C	Refund Check	60.79	no
432668	11/16/2018	001-111-4530-0000C	CM Seminar: meals, 11/2-4/18 (FULL AMOUNT)	21.34	no
432668	11/16/2018	413-111-4530-0000C	CM Seminar: meals, 11/2-4/18 (FULL AMOUNT)	21.33	no
432668	11/16/2018	419-111-4530-0000C	CM Seminar: meals, 11/2-4/18 (FULL AMOUNT)	21.33	no
432669	11/16/2018	001-240-4530-0000C	Radar Training: meals, 11/26-28/18 (ADVANCE)	155.25	no
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				160,504.96	
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# Accounts Payable

11-10-18 to 11-23-18 Housing

CR

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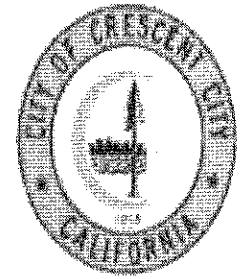
Check Num	Check Dat	Account	Description	Amount	Selected for Void
432615	11/13/2018	110-111-4124-00000	3rd Qtr 18 UI - VanDermark	41.24	no
432644	11/16/2018	110-490-4230-00000	707-464-9216 montly phone 10/30/18- 11/29/18	134.26	no
432652	11/16/2018	110-490-4370-00000	Janitorial Supplies- City-Wide	7.82	no
432660	11/16/2018	110-490-4450-00000	Copier maintenance: 08/01/18-10/31/18	311.52	no
				<hr/> <hr/>	
				494.84	
				<hr/> <hr/>	

# Accounts Payable

## Checks by Date - Summary by Check Number

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 Printed: 11/26/2018 3:35 PM

*OR*



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	PERS1	Public Emp Retirement Sys	11/13/2018	0.00	57,619.61
ACH	EDDTAX	State of California EDD TAX Auto Pay	11/19/2018	0.00	4,367.82
ACH	FITTAX	FIT Payroll Taxes Auto Pay	11/19/2018	0.00	19,409.85
ACH	PERS2	Public Emp Retirement Sys	11/19/2018	0.00	24,192.14
432612	AMFAM	American Family Life	11/13/2018	0.00	2,239.96
432613	AMLIF	Ameritas Life Ins. Corp.	11/13/2018	0.00	5,034.24
432614	CLEA	California Law Enforcement Association	11/13/2018	0.00	245.00
432615	EDDUI	Employment Development Dept	11/13/2018	0.00	1,031.00
432616	MYERSS	Myers-Stevens & Toohy Co, Inc	11/13/2018	0.00	105.00
432617	NCHEAL	Northcoast Health Screen.	11/13/2018	0.00	285.00
432618	CAPLIVE	Secure Screening Solutions, Inc	11/13/2018	0.00	22.00
432619	ZCAJUSTA	ST CA Dept Of Justice	11/13/2018	0.00	64.00
432620	STANDAI	Standard Insurance Co	11/13/2018	0.00	2,369.37
432621	VISION	Vision Service Plan	11/13/2018	0.00	1,167.60
432622	CASTATE	CA State Disbursement Unit	11/19/2018	0.00	214.07
432623	WAMUTU	Crescent City Employees Association	11/19/2018	0.00	90.00
432624	CCPOLI	Crescent City Police Officer's Association	11/19/2018	0.00	350.00
432625	ICMARE	Icma Retirement Trust-457	11/19/2018	0.00	4,497.84
432626	IRS	Department of the Treasury Internal Reven	11/19/2018	0.00	73.50
432627	SPRING	Accela, Inc.	11/16/2018	0.00	1,576.80
432628	ADAMSASF	Adams Ashby Group	11/16/2018	0.00	400.00
432629	BATTSYS	Battery Systems	11/16/2018	0.00	153.24
432630	BERTSC	Bertsch-Oceanview Csd	11/16/2018	0.00	7,102.20
432631	BLUEST	Blue Star Gas	11/16/2018	0.00	152.30
432632	BORGESJ	Joe Borges	11/16/2018	0.00	200.00
432633	CRENNE	C Renner Petroleum Inc	11/16/2018	0.00	2,337.33
432634	UB*04675	JANE CAIN	11/16/2018	0.00	30.30
432635	CHURCH	Churchtree Csd	11/16/2018	0.00	800.53
432636	CPI	CPI International	11/16/2018	0.00	751.81
432637	CURRYE	Curry Equipment	11/16/2018	0.00	98.85
432638	DNCOFL	D N Co Flood Control Dist	11/16/2018	0.00	586.78
432639	DNCOTA	D N Co Tax Collector	11/16/2018	0.00	756.60
432640	DNOFFI	Del Norte Office Supply	11/16/2018	0.00	82.43
432641	ENGLUN	Englund Marine Supply Co.	11/16/2018	0.00	10.11
432642	UB*04676	MICHAEL FEENEY	11/16/2018	0.00	155.30
432643	USCELLUL	FRCH Design/US Cellular	11/16/2018	0.00	523.90
432644	VERIZO2	Frontier	11/16/2018	0.00	428.39
432645	BFFDEL	Ernie & Cheri Hardaway	11/16/2018	0.00	90.00
432646	IDEXX	IDEXX Laboratories	11/16/2018	0.00	17.83
432647	UB*04679	NANCY INABNIT	11/16/2018	0.00	163.59
432648	INDUSTST	Industrial Steel & Supply	11/16/2018	0.00	195.22
432649	INSCOREB	Blake Inscore	11/16/2018	0.00	168.00
432650	LESSCH	Les Schwab Tire Co	11/16/2018	0.00	161.25
432651	UB*04683	NOLAN MC SWAIN	11/16/2018	0.00	155.30
432652	MENDES	Mendes Supply Company	11/16/2018	0.00	265.12
432653	MISSIO	Mission Uniform & Linen	11/16/2018	0.00	91.04
432654	MORRISON	Morrison and Company Consulting, Inc.	11/16/2018	0.00	11,681.66

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
432655	UB*04678	JOSHUA OPOLSKI	11/16/2018	0.00	67.06
432656	OWENJ	Jennifer Owen	11/16/2018	0.00	52.80
432657	PARKWA	Parkway Feed	11/16/2018	0.00	85.89
432658	POPOVICH	Popovich Comedy Pet Theatre	11/16/2018	0.00	75.00
432659	UB*04680	VIKKI PRUDEN	11/16/2018	0.00	250.00
432660	RAYMOR	Ray Morgan Company	11/16/2018	0.00	311.52
432661	UB*04677	BARRY SIMPSON	11/16/2018	0.00	55.36
432662	UB*04682	ERIC TAYLOR	11/16/2018	0.00	800.00
432663	THRIFT	Thrifty Supply	11/16/2018	0.00	121.83
432664	TIDEWA	Tidewater Contractors Inc	11/16/2018	0.00	492.46
432665	UNIVAR	Univar USA Inc.	11/16/2018	0.00	5,686.76
432666	VOTRUBAC	Charles Votruba	11/16/2018	0.00	207.20
432667	UB*04681	TOMMY WHEELER, JR	11/16/2018	0.00	60.79
432668	WIERER	Eric Wier	11/16/2018	0.00	64.00
432669	WRIGHTJA	James Wright	11/16/2018	0.00	155.25
Report Total (62 checks):				0.00	160,999.80

CITY OF CRESCENT CITY  
 BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE  
 PAYROLL PAID DATE  
 CHECK NUMBERS

November 24, 2018  
 November 30, 2018  
 CKS # 109572-109584

	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	1,409.84		1,409.84	5	
Dept #111 Admin/City Manager	10,103.58	479.37	10,582.95	2 + 1 part-time	
Dept #114 Human Resources	2,026.21		2,026.21	1	
Dept #120 Finance/Utility Billing	13,564.27		13,564.27	6	
Dept #230 Fire Department	6,728.73		6,728.73	3 + 2 part-time	
Dept #240 Police Department	52,049.81	7,534.97	59,584.78	13	
Dept #313 Planning			4,718.73	2	
Dept #350 Public Works-All Depts	62,103.71	7,914.83	70,018.54	28+ 2 Part-time	
Dept #360 Bldg Maint & Equipment					Merged with Dept 350
Dept #480 Swimming Pool Fund	8,413.69	8.44	8,422.13	2+16 Part-time	
Dept #490 Housing Authority	7,042.35		7,042.35	3 + 1 Part-time	
<b>TOTALS</b>	<b>163,442.19</b>	<b>15,937.61</b>	<b>184,098.53</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.

7



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL  
**FROM:** ERIC WIER, CITY MANAGER  
**BY:** JON OLSON, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
**DATE:** DECEMBER 3, 2018  
**SUBJECT:** 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 proposal for third party operation of wastewater treatment facility and laboratory.

### 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 is currently short one operator.

Over the last twenty years the regulatory and licensing requirements for wastewater and laboratory operations have increased significantly. The City has struggled at times to meet the new requirements. There is a growing industry trend to utilize third-party companies to operate wastewater treatment plants, public water systems, and related utilities to meet these recruitment and regulatory challenges. Staff recognize the impacts of allocating more and more home office support for an increasingly technical and regulatory-driven field while at the same time facing the challenge of a sewer fund in a structural deficit.

Many cities throughout California (including Clovis, Auburn, Burlingame, Rialto, Banning, Rio Vista, and many others) are currently utilizing third-party contracts to operate and manage wastewater treatment, water treatment, and other functions. Recently, the City of Brookings switched to a third party for the operation of its water and wastewater treatment utilities. In a discussion with the City Manager of Brookings, staff was informed that Brookings expects to realize significant cost savings as a result of improved efficiency (\$383,000 in the first year). The City Manager also indicated that feedback from the affected employees has been positive.

These factors raised the question of whether a third-party contract could be beneficial for Crescent City.



The issuance of this RFP will supply tangible data regarding the current and pending vacant positions and allow the City to make a fully informed decision about the possibility of contract operations of the WWTP and Lab.

### **ITEM ANALYSIS**

Staff has prepared a Request for Proposals (RFP) to solicit proposals from firms qualified to operate and maintain wastewater and laboratory services. This differs slightly from the direction staff received from the Council at the September 17, 2018 meeting, which was to also include the Water and Sewer Collection operations. After evaluating these operations and the complexities of existing services contracts with outside agencies, staff determined to move forward with just the Wastewater Treatment Facility and Water Quality Laboratory at this time. 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.

Potential advantages of utilizing an outside firm could include cost savings due to increased efficiency, increased staffing resources and the availability of technical expertise in dealing with regulatory and permit issues. A large firm that specializes in the operation and management of utilities such as wastewater will typically have a staff of technical experts who have the resources to remain current on all regulatory and permitting updates. With a much smaller pool of employees, the City has struggled at times to keep up with the ever-changing requirements. There are also potential disadvantages to utilizing an outside firm. These include a certain loss of control as well as the risk that the contractor will reduce costs by deferring needed maintenance.

There will also be an impact to current City employees should the City ultimately choose to contract with a third-party operator. The services that could be affected are currently provided by a team of dedicated and talented City staff. This group includes wastewater treatment plant operators (two of whom recently received Grade 3 certifications), Lab Director and technicians, maintenance workers, and electrical technicians. Management has already engaged the employees in discussions about this proposal and will continue to do so. The input and expertise of the City's employees will be a necessary component in evaluating the operation of the City's utilities. Staff also recognizes that a key component to successful operation of the WWTP, using either the City or a third party, requires being able to recruit and retain qualified personnel within an increasingly competitive technical field. It is common when transitioning to third-party contracts for the outside party to hire some or all of the affected City employees. For example, when Brookings switched to a third party, four City employees were hired by the contractor and two were retained in another City department. Although this outcome cannot be guaranteed at this time, employee transition and retention will be an important factor in any proposal.

The RFP requires the proposers to include the following items among others:

- Employee retention plan
- EPA Asset Management Plan
- Operation and Management Plan
- Establishing a required sustainable level of service for the City, public, and regulators
- Identification of critical assets and for sustained performance
- Plan for minimizing life cycle costs analysis
- Staffing plan
- Utility operation approach plan
- Transition plan

- Regulatory compliance record

The proposals received will help the City determine the best course of action and identify the resources and management structure that best serves public health and safety, optimize operational performance, and provide the lowest possible operational cost to our disadvantaged community. The City looks forward to evaluating the proposals and considering all these factors. The possibility of the City continuing operations, conceivably with recommended improvements, will be evaluated alongside any third-party proposals.

### FISCAL ANALYSIS

The proposals could result in a negotiated contract with a third party for the operation of the wastewater treatment plant and/or lab or a decision to continue with the City providing those services. The fiscal impact of a negotiated contract is unknown at this time and would depend upon which functions contracted and the cost of services provided. There would also be an impact to the City's labor allocations and overhead, which will be analyzed as part of the evaluation of any proposed contracts. A parallel financial analysis will be performed that incorporates possible organizational changes to the City's treatment plant and lab operations.

### 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.

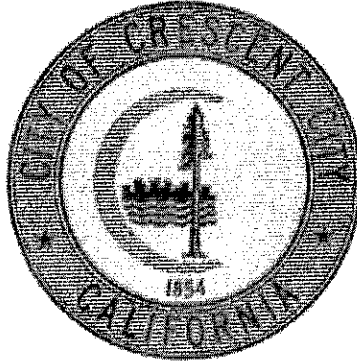
### ATTACHMENTS

- **City of Crescent City RFP for Professional Services for Operations, Maintenance, and Management Services for Wastewater Treatment Plant (Required) and Water Quality Laboratory (Optional)**

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Staff Review:

CM: EW Finance: ZY Legal: MR



City of Crescent City

Request for Proposals

for

Operations, Maintenance, and Management Services  
for Wastewater Treatment Plant (Required)  
and Water Quality Laboratory (Optional)

December 6, 2018

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Due Date: January 25, 2019  
Due Time: 3:30 PM PST  
Location: City of Crescent City  
Attn: Jon Olson, Public Works Director  
377 J Street  
Crescent City, CA 95531

## SECTION 1 – INTRODUCTION

### 1.1 RFP INVITATION AND PURPOSE

The City of Crescent City (“City”) is requesting proposals that will lead to the selection of a qualified firm to provide full service operations, maintenance, and management services for the City’s Wastewater Treatment Plant (WWTP). For purposes of this RFP, “firm” includes legal entities of all types that are engaged in providing the type of services requested herein. Proposals may, but are not required to, include full service operations, maintenance, and management services for the City’s Water Quality Laboratory. Responsibilities to be included in the scope of work include:

- (1) Required – Operation and maintenance (O&M) and asset management of the Crescent City **Wastewater Treatment Plant (WWTP)**. Core responsibilities include O&M of all equipment including on-call response to WWTP system emergencies and alarms 24 hours per day, 7 days per week. General management responsibilities include reporting and staffing duties in conformance with City’s needs. Key regulatory program management responsibilities include complying with the State Office of Certification requirements for WWTP O&M, National Pollution Discharge Elimination System (NPDES) permit provisions, pretreatment program, biosolids compliance and reporting, and industrial user permits. Scope also may include performing duties of the WWTP Chief Plant Operator (CPO) and Legally Responsible Officer (LRO).
- (2) Required – Additional key regulatory responsibilities include ensuring site compliance and applicable safety and health requirements, hazardous material and hazardous waste management, and State CUPA requirements at all included facilities managed by the selected Contractor.
- (3) Optional – O&M and asset management for the Crescent City **Water Quality Laboratory (“Lab”)**, serving process and regulatory testing needs for the Crescent City WWTP, the Crescent City water system, and various external clients including multiple community services districts (CSD’s), Pelican Bay State Prison, and local drinking water well owners. External testing primarily consists of water system presence/absence tests. General management services scope includes reporting and staffing duties in conformance with City’s needs. Regulatory responsibilities include performance of testing and logging of NPDES and water system tests as well as arranging and managing regulatory special tests utilizing a third-party laboratory. Other responsibilities include assisting in preparation of NPDES reports and water reports, maintaining ELAP certification for the lab for approximately 38 accredited fields of testing, and logging of NPDES and collections system tests.

The purpose of this Request for Proposals (RFP) is to provide the City with the assurance that these City administered facilities are maintained in compliance with all applicable local, state, and federal laws and regulations. The objective of the proposed relationship is to maintain a high level of quality service for the City’s customers through appropriate documentation and workflow methodology in the most cost-effective manner possible.

The goal of this RFP is to identify and short-list firms that have the demonstrated experience and financial capability to effectively and efficiently assume the responsibilities outlined in this RFP. If a qualified firm is selected, the City intends to enter into a five-year contract with a potential five-year extension for the management, operations, and maintenance of its selected utilities. Firms must demonstrate that they meet all of the qualification requirements described herein. Only those firms that meet the qualification requirements will be short-listed for further consideration in the selection process.

## 1.2 BACKGROUND

The City of Crescent City is a general law municipality that owns, operates, and maintains the Wastewater Treatment Plant and related facilities, and a Water Quality Laboratory. Crescent City is in Del Norte County along Highway 101 on the Northern California coast about 20 miles south of the Oregon border. In the past, the primary industries within Crescent City were logging and fishing. Major industries now primarily include tourism and the Pelican Bay State Prison located just north of the City. The City of Crescent City is an economically disadvantaged community with a median household income of approximately \$37,000 per year.

## 1.3 DESCRIPTION OF THE FACILITIES/UTILITIES TO BE CONTRACTED

### **(1) Wastewater Treatment Plant (required)**

The Wastewater Treatment Plant, located at 210 Battery Street, is a 1.86 MGD average annual flow ocean discharge plant. The facility's NPDES Permit No. CA0022756 is administered through the North Coast Regional Water Quality Control Board's Santa Rosa office. The Crescent City WWTP provides service to approximately 3,900 accounts. The first Crescent City WWTP was constructed in 1958 and has undergone four major retrofits since then. The most recent, a \$40M upgrade, occurred in 2007 and was in response to cease and desist orders associated with plant effluent violations. The 2007 retrofit upgraded many portions of the facility including the addition of a 1.1 MGD rated membrane bioreactor (MBR). The WWTP is classified as a Class IV facility because it includes tertiary treatment.

A detailed facility description is included as Exhibit 1 and a map of the collections system is included as Exhibit 2.

- **Biosolids Management**

Biosolids management relies on anaerobic treatment in digesters followed by dewatering with a belt press. Currently, the plant produces Class C Biosolids. Dewatered sludge is transported under a 10-year contract, to expire in December 2021, with Hambro WSG Inc., to a landfill in White City, Oregon.

- **Industrial Users and Pretreatment**

Currently, there are three industrial users with permits requiring pretreatment in Crescent City:

- Rumiano Cheese Co. - a cheese production facility
- SeaQuake Brewing – A micro-brewery
- Port O’ Pints Brewing Co. – A micro-brewery

An additional permit for a local fish processing facility is likely to be put in place in 2019.

**(2) Water Quality Laboratory (optional)**

The Crescent City Water Quality Laboratory (“Lab”) is located adjacent to the Wastewater Treatment Plant at 195 B Street in Crescent City. The Lab performs a variety of testing for City utilities and external customers as follows:

<b>CITY TEST CATEGORIES</b>		
<b>WWTP NPDES</b>	<b>pH, Turbidity, Total Residual Chlorine, Ammonia, Settleable Solids, Total Suspended Solids (TSS), % Total Solids, % Volatile Solids, Biological Oxygen Demand (BOD), Fecal Coliform, Total Coliform, Enterococcus</b>	<b>5,770</b>
<b>WWTP Process Control</b>	<b>pH, Turbidity, Ammonia, Nitrate, TSS, Volatile Suspended Solids (VSS), BOD, Volatile Acids, Alkalinity, Enterococcus</b>	<b>3,650</b>
<b>Coordination of Third Party Testing for NPDES Permit</b>	<b>Monthly Oil &amp; Grease, Monthly Copper/Nickel, Annual Chronic Toxicity, Annual Ocean Plan Table B, Annual Belt Press Cake Metals</b>	<b>40</b>
<b>Crescent City Water System Regulatory Testing (including coordination of send out testing)</b>	<b>pH, Free Chlorine, Turbidity, Presence/Absence Total Coliform and E. Coli, MPN(QT2K) Total Coliform and E. Coli, 1,2,3-TCP, DPBR, CCR Annuals, Additional Testing</b>	<b>2060</b>
<b>EXTERNAL CUSTOMERS TEST CATEGORIES</b>		
<b>Public Water Systems</b>	<b>Presence/Absence Total Coliform and E. Coli, MPN (QT2K) Total Coliform and E. Coli, Enterococcus</b>	<b>500</b>
<b>Wastewater Treatment Plants</b>	<b>pH, Settleable Solids, BOD, TSS, VSS, Fecal Coliform</b>	<b>160</b>
<b>Pelican Bay State Prison Contract</b>	<b>Presence/Absence Total Coliform and E. Coli, 1 x 10 MTF Total Coliform +Transport</b>	<b>52</b>

<b>Industrial Users</b>	<b>pH, Settleable Solids, BOD, TSS, Ammonia, Oil &amp; Grease (coordinate send out)</b>	<b>150</b>
<b>Homeowners (individuals/plumbing companies)</b>	<b>pH, Presence/Absence Total Coliform and E. Coli, MPN (QT2K) Total Coliform and E. Coli</b>	<b>270</b>

Included as Exhibit 3 to this RFP is a list of accredited fields of testing for the Crescent City Water Quality Laboratory.

#### 1.4 REFERENCE DOCUMENTS

The City has compiled additional reference documents for review and use by firms in preparing their proposals. Such reference documents will be available to firms electronically. The reference documents will, at minimum, include:

##### A. General

- Three years of previous budget for each utility function
- Existing organizational charts

##### B. WWTP

- NPDES Permit No. CA0022756
- Final Facilities Plan
- Capital Improvement Program (CIP)
- Licenses

##### C. Industrial Users/Pretreatment

- Permits for Rumiano Cheese, Port O' Pints and SeaQuake
- Copy of last Tetra Tech Audit
- Local Limits Study

##### D. Laboratory

- Lab Licenses
- Laboratory Quality Assurances Manual
- Laboratory List of Accredited Testing

To obtain access to these documents, a written request must be submitted in writing to Jon Olson, Public Works Director. Firms will be allowed to make copies of documents at their own expense.

## 1.5 ACCURACY OF RFP AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. The City will not be bound by or be responsible for any explanation or interpretation of the RFP documents other than those given in writing as an addendum. Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP should immediately notify the Public Works Director via email. If necessary, any discrepancies will be resolved with an Addendum to this RFP.

## 1.6 WASTEWATER FACILITIES AND LABORATORY TOUR

The City will conduct tours of the wastewater treatment plant and the water treatment laboratory as part of the mandatory pre-proposal meeting. Each firm is limited to three participants per tour. Tours are anticipated to take one full eight-hour day.

## 1.7 CONTRACT OPERATIONS OBJECTIVES

The City intends to enter into an agreement with the firm that best demonstrates the ability to assume full responsibility for the safe, efficient and cost-effective operation and maintenance of the specified utility assets and management functions in compliance with all applicable local, state and federal laws and regulations, as well as, the performance standards established by the City. The selected firm (the "Contractor") will assume all responsibilities and liabilities associated with operating and maintaining the specified utility assets to ensure reliability of operations and to maintain the value of the City's investment in City infrastructure and equipment. The Contractor will be required to provide all labor, materials, supplies, utilities, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services for compliant, reliable, uninterrupted, and economical operation of the managed assets to ensure the continuous operations of key utility services. The Contractor must operate and maintain the wastewater facilities to avoid any circumstances that result in NPEDES permit violations, a failure to meet lab certification standards, or a violation of regulatory and safety standards (OSHA, etc.), while continuing to meet performance standards established by the City.

The Contractor will be required to maintain the City's assets in a manner that preserves, and when economically advantageous extends, the managed assets' life cycle, while maintaining a high level of reliability and efficiency of the assets. All buildings, structures, property, and equipment must be maintained in accordance with standards pursuant to maintenance requirements established by the City. Existing levels of redundancy must be maintained for each facility. The City intends to, subject to the availability of funding and based upon a prioritized capital improvement plan provided by the Contractor, undertake upgrade, repair and replacement projects as recommended and authorized by the governing body of the City.



The Contractor will be required to implement an asset management program that adheres to the EPA's Asset Management Best Management Practices and addresses the following general core elements:

- A. Determination of the current state of the assets to establish the level of O&M program needs. Program elements should include:
  - An asset inventory
  - A condition assessment
  - An estimation of each asset's remaining life
  - An asset valuation to determine O&M responsibility
- B. Establishment of a required "sustainable" level of service for the utility stakeholders including the public and regulators using the current actual performance of the utilities as a benchmark. Key components include:
  - Current customer needs and satisfaction with the utility's performance
  - Anticipation of future regulations and requirements
  - Development and communication of performance targets
  - Metrics for tracking level of service standards
- C. Identification of assets critical to sustained performance. Program elements should include:
  - Identification and establishment of a list of critical assets
  - Assessment of the probability of asset failures
  - Analysis of failure risks and consequences
  - Development (and update) system vulnerability assessments
- D. Assist the City and its customers in achieving minimum life cycle costs by implementing the following core elements:
  - Moving from a corrective maintenance program to a predictive maintenance program
  - Determining when rehabilitation is more beneficial than replacement and vice versa
  - Understanding the life cycle cost for all critical assets
  - Using resources based on asset condition and criticality
  - Performing root cause analyses to determine causes of failures and to develop corrective action plans
- E. Advise and give input to the City regarding estimated costs of achieving asset management goals

While the City ultimately retains responsibility for long and short-term planning for its utilities, the selected firm will be required to participate in planning activities and provide information to the City on a regular basis in support of the City's short and long-term planning objectives for capital improvements, maintenance requirements, pertinent policy and regulatory matters.

- A. Capital Improvements. The Contractor will be required to provide information and recommendations for capital improvements to increase operating efficiency, improve quality of service and extend the useful life of assets, including the development of information to support capital financing plans.
- B. Maintenance. The Contractor will be required to provide information and make recommendations to make updates to existing maintenance plans and support the development of a long-term

- maintenance strategy for the utility assets, including identification of cost-saving measures, cost-effective maintenance projects and routine/preventive maintenance program scheduling.
- C. Optimization of Asset Performance. The Contractor will be required to provide information and make technical recommendations to optimize performance of the assets, starting with a comprehensive gap analysis followed by implementation of various improvement processes including procedural changes and/or configuration changes.
  - D. Policy/Regulatory Issues. The Contractor will be required to evaluate proposed and actual regulatory changes from an operations standpoint to determine their effect on wastewater facilities capacity, management, operation and maintenance, including any financial impacts or required changes to the City's policies and procedures. The City may also require input from the Contractor to establish or challenge the appropriateness of permit limitations.
  - E. Employee Training & Safety Plans. The Contractor will also be required to develop and implement a program for employee training for operation and maintenance skills improvement related to the requirements of the contract operation, as well as, development and implementation of safety and emergency response action plans.

--END SECTION--

## SECTION 2 – PROPOSAL INSTRUCTIONS

### 2.1 GENERAL

Firms must propose on the O&M and Management Services for the WWTP. Firms need not propose on the Water Quality Laboratory. Each proposal must be clearly marked indicating which services are being proposed.

#### Submission of Proposal

One (1) original, 6 bound copies and one electronic copy with indexed PDF file, labeled accordingly, of the proposal must be submitted in a sealed envelope or box marked “Professional Services for Operation, Maintenance and Management of Wastewater Treatment Plant and Laboratory” and addressed as follows:

City of Crescent City  
Attn: Jon Olson, Public Works Director  
377 J Street  
Crescent City, CA 95531

The original and copies of the proposal must be indexed with tabs as requested in Section 2.3 - Proposal Contents.

All proposals must be received at City Hall no later than 3:30 p.m. PST, on January 25, 2019.

### 2.2 PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference will be held on December 19, 2018 at 8:00 AM in the large conference room at the Crescent City Wastewater Treatment Plant, 210 Battery Street, Crescent City, CA 95531. This meeting is mandatory for ALL firms interested in pursuing this work as a prime contractor, including members of joint ventures.

### 2.3 PROPOSAL CONTENTS

The proposal submission in its entirety must consist of the Technical Proposal, all requested information and documentation, and the Cost Proposal, as detailed below:

#### A. Technical Proposal

The Technical Proposal must include appropriate and requested information in sufficient detail to demonstrate that the firm understands the project and has the ability to meet the contract requirements.

Each proposal must include a transmittal letter that clearly designates the firm’s point of contact, the firm’s authorized representative, location of firm’s principal place of business, and the name and location of all

sub-consultants/subcontractors. The transmittal letter must be followed by acknowledgement of any published Addenda.

#### TAB 1: Executive Summary

The executive summary is to include a brief statement of the firm's approach to the work, understanding of the project's goals and objectives, and understanding of the project's potential problems and concerns. The executive summary is to also provide a concise overview of the firm's experience (including the firm's background and qualifications), the firm's financial stability and overall organization of the team, as well as reasons why the firm is the best value choice for the City and its customers.

#### TAB 2: General Qualifications and Experience

This tab must include a narrative of the firm's qualifications and experience as well as the qualifications and technical experience/expertise of key personnel. Additionally, it must provide a narrative summary of the qualifications and experience of the team that demonstrates, at a minimum, the following requirements:

1. The firm has been in the business of providing full service public-private contracts for operation, maintenance, and management of wastewater treatment facilities for at least 10 years. If proposal includes operation, maintenance, and management of the water quality laboratory, the firm must have been in the business of providing said service public-private contracts for at least 10 years.
2. The firm has operated sludge dewatering equipment and is knowledgeable regarding state and federal biosolids regulations.
3. The firm has operated facilities that are comparable in complexity to the City's facilities.
4. The firm has experience utilizing business systems in full service public-private contracts for operation, maintenance and management of wastewater treatment facilities, laboratory (if service is proposed), and related utilities. Describe the systems and cite examples of past and present utilization.
5. The firm has experience working with engineers to modify treatment systems to improve performance.
6. The firm has experience in successfully transitioning public operations and the associated employees into the private sector. Cite specific examples of transition experience that are on a comparable or larger scale to the City's facilities and provide references.
7. The firm has experience in successfully implementing risk management plans.
8. The firm has experience in successfully implementing emergency response plans. Describe the firm's experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the firm's employees in the region who could supplement the efforts of existing on-site staff should the need arise.

9. The firm has a strong record of health, safety and environmental compliance. Provide the firm's current OSHA recordable rate and EMR and information about any health, safety or environmental violations within the last five years. Describe the firm's approach to meeting and guaranteeing NPDES permit compliance.
10. The firm must demonstrate the ability to furnish liability and property damage insurance of not less than \$10,000,000 combined single limits for bodily injury and/or property damage.
11. The firm must demonstrate the ability to secure a performance bond from a surety licensed in the State of California in an amount equal to the annual contract value. The firm must provide a letter from surety indicating the ability to secure this bonding.

#### TAB 3: Relevant Contract Operations Experience

Provide a description of five (5) relevant projects/contract experiences including references, annual costs for operation, maintenance and capital expenses within the scope of the contract, as well as a description of past performance. Include samples of standard operating procedures, training and qualification programs, performance and other tracking metrics and other relevant reports used for other similar projects.

#### TAB 4: Staffing Plan

Provide an organization chart, facilities staffing plan and resumes for each of the key personnel proposed for this contract with specific emphasis on the Project Manager, Operations Manager and Maintenance Manager. Resumes must include role, years of experience, education, recent relevant training, licensure and certifications in addition to experience. Staffing plan should indicate the commitment of current Crescent City key staff to this contract. All City staff working at the proposed facilities at the time of transition must be offered a position in Crescent City for at least 12 months.

Minimum qualifications of the Site Manager include meeting the following:

1. Current California Class IV Wastewater Operator's certification
2. Minimum of five (5) years combined experience in operation and maintenance of Wastewater Assets comparable in size and scope to City of Crescent City facilities
3. Five (5) years of management experience in the operation and maintenance of wastewater facilities

#### TAB 5: Utilities Operations Approach

This tab must describe in sufficient detail and clarity the firm's operations, maintenance, and management approach to accomplish the work identified in the required Scope of Services. Describe methodologies including best practices and benchmarks to be used, required reports, and deliverables. At a minimum, the approach must cover regulatory compliance, including measures to address consent decree compliance requirements, operations and maintenance, repair and replacement, asset management, odor mitigation,

biosolids management, quality control/quality assurance, , cost control and emergency response and preparedness.

**TAB 6: Approach to EPA Asset Management including Maintenance and Capital Improvements**

Provide with sufficient detail and clarity, the firm's approach to implementation of routine, preventive and emergency maintenance for the contracted assets including suggested methodology for allocating funding. Likewise, provide with sufficient detail and clarity, the firm's approach to assisting the City with planning and implementation of capital improvements, including suggested methodologies for funding improvements. Describe the process and requirements to transition improvements to the firm's responsibility for O&M.

**TAB 7: Transition Plan**

Recognizing that the firm is to assume operations no later than June 30, 2019, please provide details on the transition plan for the operation, maintenance and management services for the WWTP/Lab, such that there will be a "smooth" transition from City operations to contract operations.

**TAB 8: Regulatory Compliance Record**

For each of the five (5) reference projects cited in Relevant Project Experience, provide:

1. List of all permit/regulatory violations including associated fines and required mitigation measures.
2. List of all incidents where contract requirements were not met including for odor complaints.

**TAB 9: Financial Capability**

Firms must submit financial statements to demonstrate good standing and the capacity required for this contract. Submit audited financial statements for the past three fiscal years. The financial statements must include income statements, balance sheets and statements of cash flow.

#### TAB 10: Disclosures and Potential Conflicts of Interest

All potential conflicts of interest must be disclosed, including the identification of any members of the firm's team that are related to an employee of the City, including any appointed or elected officials. Failure to disclose potential conflicts of interest may result in the proposal being rejected.

#### TAB 11: Employee Retention

This tab must include employee retention rates and the firm's approach to retaining highly qualified employees. This tab must also include the firm's proposed rate of pay and benefit packages for all positions within the staffing plan.

#### TAB 12: Cost Proposal

Firms must include a narrative describing the basis for the cost proposal including all metrics and assumptions that will allow the City to determine the reasonableness and completeness of the cost proposal and compare it to other cost proposals received. This tab must also include:

1. Details of price proposal for providing the required scope of services
2. Future price adjustments for the additional improvement upgrades to the facilities
3. Concepts of pricing adjustments on an annual basis
4. Terms and conditions

The price must identify all appropriate terms and conditions associated with the Cost Proposal. All pricing exceptions must also be noted. Failure to do so will be considered cause for disqualification. The following definitions are applicable to the price items requested in this section:

1. Labor – Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, and dental plan premiums, life insurance premiums, retirement contributions, sick leave and other costs directly attributable to employees.
2. Chemicals and Utilities - Includes all chemicals and utilities necessary for the operation and maintenance of the wastewater treatment plant facility and laboratory (if included in proposal).
3. Equipment – Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment and manually operated equipment.
4. Materials and Supplies – Includes, but is not limited to, gasoline and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplication and photo supplies, medical supplies, chemicals, laboratory supplies, clothing and uniforms and other materials and supplies.
5. Maintenance and Repair Limit Budget – Includes the total of all maintenance and repair expenditures

including, but not limited to, repair parts, maintenance equipment, maintenance supplies, outside maintenance services, oil and grease, packing and maintenance equipment rental. The firm's on-site labor must not be included.

6. Other – Include itemization of all expenses, including mark-up, not identified in any other specific category including home office technical support.

## 2.4 RESERVATION OF CITY RIGHTS

- A. Award of a professional services contract for this project is subject to the availability of funding and approval by the Crescent City City Council.
- B. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more firms.
- C. The City reserves the right to negotiate the contract for the project with the next most qualified firm if the first choice firm does not execute the contract within five (5) days after negotiation of an agreement. The City reserves the right to negotiate all elements of work that comprise the selected RFP.
- D. The City reserves the right, after opening the proposals, or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interest.
- E. The City reserves the right to terminate the contract if the Contractor fails to begin to perform the work described herein within ten (10) days after the City has issued the Contractor a written notice to proceed.
- F. The City reserves the right to reject proposals from firms that are serving other entities in a manner that creates a conflict of interest.
- G. The City may select a portion of any proposal to negotiate with the firm, excluding other services that were proposed.

## 2.5 ADDITIONAL REQUESTS FOR INFORMATION

The City specifically requests that any contact concerning this RFP be made exclusively with the City's Publics Works Director, Jon Olson at [jolson@crescentcity.org](mailto:jolson@crescentcity.org). Failure to honor this request will be negatively viewed in the selection process. Responses to all questions received will be issued in the form of an Addendum to this RFP. Addenda will be provided to pre-proposal conference attendees and posted on the City's website ([www.crescentcity.org](http://www.crescentcity.org)).



## 2.6 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the date and time set above for opening proposals. Any proposals not so withdrawn will, upon opening, constitute an irrevocable offer to negotiate for a period of ninety (90) days or until one of the proposals has been accepted and a contract has been executed between the City and the selected firm.

## 2.7 EXPENSE OF SUBMITTAL PREPARATION

The City accepts no liability for the costs and expenses incurred by proposers in responding to this RFP, preparing responses for clarification, attending interviews, participating in contract development sessions or meeting and presentations required as part of the selection process. Each firm that submits a proposal does so voluntarily and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the proposal and selection process.

## 2.8 INFORMATION DISCLOSURE TO THIRD PARTIES

If any proposal contains confidential technical, financial or other types of information, the submitting firm must clearly label the specific portions sought to be kept confidential. Marking all or substantially all of a response as confidential may result in the response being considered non-responsive by the City.

Notwithstanding the foregoing, proposers recognize and agree that the City will not be responsible or liable in any way for any losses that the firm may suffer from the disclosure of information or materials to third parties as required or permitted by law.

-- END SECTION --

## SECTION 3 – SCOPE OF SERVICES

### 3.1 GENERAL INFORMATION

The selected proposer will provide an approach that economizes contract operations while delivering the required scope of services and providing value. Key staff and technical expertise must be readily available to the City at all times. This section of the RFP describes the minimum required scope of services. However, it is incumbent upon each Firm to review available documents and the facilities to propose an approach and costs that are comprehensive and meet the contract objectives.

### 3.2 REQUIRED SCOPE OF SERVICES

The required scope of services includes the complete management, operations, maintenance and repair of the Wastewater Treatment Plant. Firms may additionally include the complete management, operations, maintenance, and repair of the Water Quality Laboratory. Firms must also be able to provide dedicated full-time or part-time persons as needed to perform the required services. Prevailing wages are not required for this contract. The selected firm must be a California-licensed entity and all Operators and Lab personnel must have the appropriate state certifications as detailed below.

The following scope of services is to be performed in a manner that achieves the contract objectives as described in Section 1.5 including, but not limited to:

1. Perform all customary O&M and asset management services tasks for each of the contracted utilities.
2. Maintain a safe work environment at all times and administer a comprehensive safety program to protect Contractor employees, City workers, and the public. Program elements must comply with OSHA standards and City policies.
3. Establish and maintain programs to achieve full and ongoing compliance with local, state, and federal laws and regulations, including all regular and incident reporting requirements. This includes assuming all responsibility, including penalties for permit violations, for compliant and cost-effective utility asset operations, and for maintenance and management in accordance with all applicable state and federal regulations and laws as an agent of the City of Crescent City.
4. Comply with all requests for information by the City and by the EPA, RWQCB or others as approved by the City, and promptly supply information required for audits (including financial audits), public records requests, assigned reporting and any and all changes in compliance requirements.
5. Demonstrate to the City, in a quantifiable manner, full compliance with applicable permits and regulatory requirements including the WWTP NPDES Permit for the WWTP, and Lab Certification ELAP Accreditation (if Laboratory is included in proposal).
6. Provide technical assistance to address the City's existing assets, future capacity and regulatory requirements.

7. Provide specialized wastewater, facilities and lab professional engineering services that support the operation and assure continued compliant operations. This includes evaluation of proposed or actual regulatory changes and the effect of facility capacity, O&M or other impacts.
8. Assist the City in identifying and assessing facility improvement and opportunities to expand revenue base.
9. Develop and implement a transition plan in a manner that assures continuous operation and compliance of all included utility assets and assignment of responsibility as required with all regulatory contacts, all on-going contracts, regional customers, etc. Utilization and transition of existing O&M personnel needs to be a key component of the plan.
10. Provide for all associated salaries and benefits of personnel consisting of all qualified operation, maintenance and management personnel (on-site, technical support, administrative, corporate, corporate support, professional services, etc.) to operate and maintain the facilities, including after hour call-outs 7 days per week pursuant to the contract agreement. Positions identified as key personnel must be filled on an interim or permanent basis at all times.
11. In addition to full asset management and O&M, the selected Firm will also perform key regulatory functions for the WWTP and Pretreatment Program. This includes fulfilling a variety of regulatory roles including the WWTP LRO and CPO, Designated Representation and all other regulatory roles required to implement and fully administer facility regulatory requirements. If proposal includes the Laboratory, scope also includes regulatory functions for the Lab including the role of Lab Director as required under ELAP Permits.
12. Maintain and update, as needed, various core facility programs, including new standard operating procedures for the WWTP and sampling and quality assurance plans for the Lab (if Lab is included in proposal).
13. Perform a review and update to computerized maintenance management system (CMMS) equipment databases and maintenance schedules. This scope includes validating and confirming an adequate CMMS system is in place for all critical equipment.
14. Maintain various facility regulatory and emergency plans including, including but not limited to, Emergency Response Action Plans, Spill Prevention Countermeasure and Control (SPCC) and Hazardous Materials Business Plans.
15. Maintain emergency generators at the contracted facilities, including record keeping requirements of the Local Air Quality District.
16. Perform required record keeping in conformance with regulatory needs and standard best management practices.
17. Perform and implement an effective management of change program to maintain facility design and ensure documents are updated to reflect approved changes and prevent unauthorized changes.
18. Provide the City with recommendations for capital improvements including costs and plans for implementation on an annual basis.
19. Support the City in rate evaluations and implementation under the Proposition 218 process.
20. Perform all corrective, predictive, preventive and routine maintenance and repairs of the Contracted utility equipment including: the grounds, facilities, buildings and other structures as inventoried. , up to a single item and total annual cap to be agreed upon with the City. . The

selected Firm will also be responsible for plant tools, equipment and supplies as inventoried and for providing replacements as needed..

21. Water Quality Laboratory: Perform required WWTP, Industrial User, regulatory, and process testing. Perform third-party testing for external clients including under the existing contract with Pelican Bay State Prison.
22. Maintenance of all structures and equipment of contracted assets including but not limited to:
  - Piping and equipment
  - Mechanical systems
  - Electrical systems
  - Instrumentation and controls
  - Required equipment calibrations and any required documentation
  - HVAC systems
  - All buildings and structures
  - All communication, computer and security systems
  - Perform painting of equipment as required to prevent corrosion
23. Perform facility, janitorial, and custodial services.
24. Perform all required procurement and maintain and develop required service contracts.
25. Provide all utilities at the contracted facilities, including, but not limited to:
  - Telephone systems and telephone service
  - Water
  - Energy
  - Propane
26. Provide for waste disposal including management of contracted utilities' recyclable and non-hazardous and hazardous waste.
27. Perform on an as-needed basis, , clarifier and digester cleanings.
28. Firms must specifically maintain and operate equipment at all the facilities in such a manner so as not to void any warranties that may be applicable to existing equipment or that may arise with equipment procured by the selected Firm or the City during the term of the Contract.
29. Maintain all land, buildings, improvements and permanent equipment within the boundaries of the contracted utilities.
30. Respond to all emergencies on contracted utilities on a 24/7 basis and implement repairs or other required corrective actions including security alarms.
31. Maintain any required special software systems licenses including SCADA, SEMS, LIMs and CMMS as required for operation and maintenance of the utilities.
32. Coordinate and maintain required facility contracts including biosolids disposal with third party contractor.
33. Provide all required materials, supplies and consumables, including, but not limited to:
  1. Chemicals
  2. Fuel (vehicle, propane and diesel for generators)
  3. Lubricants
  4. Spare parts inventory

5. Process laboratory supplies, reagents, and associated materials if Laboratory is included in proposal
6. Tools and maintenance equipment
7. Office supplies
8. Office equipment including copiers
9. All vehicles and all rolling stock required for the project
10. All safety and PPE equipment

Included in the final contract will be a detailed list of included equipment consisting of tools, spare parts and rolling stock.

34. Provide any communication equipment, computer equipment, hardware, software and interconnections as deemed necessary for the selected firm to manage the utilities and remotely monitor the system. (Example -iPhone, iPad, laptops etc.) The City will provide the existing SCADA, desktop computers and copiers at commencement of the contract. The selected firm will be responsible for upgrades and replacement of IT and office equipment due to wear and tear and obsolescence.
35. Perform all required purchasing and maintain and renew any required service contracts.
36. Training – The Contractor will be required to develop and implement a program for employee training for operation and maintenance skills improvement related to the requirements of the contract operation; as well as development and implementation of a safety and security plan as required federal, state and local laws, for example Department of Toxic Substance, etc.
37. Fit Test – The Contractor will be required to have all operators fit tested to meet Occupational Health and Safety Act requirements, and personnel must be clean shaven in order to be respirator ready.

### 3.3 LENGTH OF CONTRACT

The length of the contract for Operation, Maintenance and Management of Wastewater Facilities will be for five years with the option to renew annually for an additional period of up five to (5) years subject to approval by the City's governing body, not to exceed a total contract time of ten (10) years.

-- END SECTION --

## SECTION 4 – PROPOSAL EVALUATION

### 4.1 EVALUATION COMMITTEE

The City's evaluation committee will evaluate and develop a list of top-ranked firms from the technical proposals received. Top-ranked firms will then be notified of a request to appear before a City selected evaluation committee for oral presentations.

### 4.2 EVALUATION SCHEDULE

The targeted schedule for this process is as follows:

RFP Released for Advertisement	December 6, 2018
Mandatory Pre-Proposal Conference	December 19, 2018
Written questions/requests for information must be received by 5:00PM PST	January 11, 2019
Proposals Due	January 25, 2019
Oral Presentations	February 6, 2019

### 4.3 SELECTION CRITERIA

Selection of a firm for negotiation of a contract will be based on an evaluation of the following criteria:

Criteria	Weight
<b>A. Overall Qualifications and Experience</b>  Qualifications and technical experience of key personnel; relevant project experience; understanding of the City's facilities; technical resources and knowledge of key issues related to the City's facilities (process control, laboratory QA/QC, sludge management, system maintenance and capital improvement planning).	30
<b>B. Approach to Operations</b>  Utility facilities operations approach including strategies for asset preservation and life extension, facility optimization, wet weather operations, and employee retention plan.	30
<b>C. Compliance History</b>	10

<p>D. Financial Strength</p> <p>Overall ability of the firm to carry out the contractual commitments for the requested services: minimum tangible net worth, in each of the past three years, of at least \$50 million; ability to secure a performance bond in the amount of the annual service fee to provide services in accordance with the contract; the firm, or any affiliate company, has never filed for bankruptcy.</p>	5
<p>E. Cost Proposal</p>	25

#### 4.4 SELECTION OF PROPOSAL

After review of the proposals and oral presentations to the City's evaluation committee, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked firm to negotiate a contract. In the event the City is unable to reach agreement with the highest ranked firm, the City reserves the right, in its sole judgment, to negotiate with the second highest ranked firm, and to proceed so forth and so on, until, in its sole judgment, it reaches an agreement that is in the best interests of the City and meets the needs of the utility. Once the City has reached an impasse with a firm with whom it is negotiating and ends negotiations with that firm, the City will no longer negotiate with that firm under this solicitation.

#### 4.5 PROPOSAL PROTEST PROCEDURES

In the event of a dispute concerning the selection process, the firm wishing resolution must submit, in writing, a protest letter to the City Manager. The protest must be received (via mail, personal delivery, or fax) within three (3) business days after notification of the evaluation committee's recommendation of a firm to perform the services requested under this Request for Proposal. The protest letter must state the nature of the issue and the relief sought. If the issue cannot be resolved by the City Manager, the matter can be appealed to the City Council within three (3) business days after the City Manager's decision is issued. All disputes and/or appeals must be submitted and addressed as follows:

Eric Wier, City Manager  
377 J Street  
Crescent City, CA 95531  
Fax: 707-465-4405

-- END SECTION --



## CITY COUNCIL AGENDA REPORT

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

**FROM: ERIC WIER, CITY MANAGER**

**BY: MATTHEW HILDEBRANDT, POOL MANAGER**

**DATE: DECEMBER 3, 2018**

**SUBJECT: AGREEMENT BETWEEN THE COUNTY OF DEL NORTE AND THE CITY OF CRESCENT CITY FOR ADMINISTRATION OF CITY SWIM CAMP**

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### RECOMMENDATION

- Hear Staff Report
- Take Public Comment
- Authorize the City Manager to sign an Agreement with the County of Del Norte for Administration of City Swim Camp.

### BACKGROUND

The pool has offered swimming lessons, recreation swims, and safety trainings since opening in 1966. It is important to make these programs available to as many people as possible. While many people sign their children up for swimming lessons and send them to recreation swims, there are others, due to their busy schedules and having to work, that are unable to take advantage of the resources that would provide these important skills to their children. Consolidating all these activities into a camp type setting will make it possible for more children to gain these valuable skills.

Earlier this year, City staff approached Building Healthy Communities (BHC) to request funding to develop a winter swim camp program. BHC offered \$7,000 towards funding the first winter swim camp, to be held in early January 2019. On August 6, 2018 the City Council authorized staff to accept the funding to proceed with putting together the camp program. After evaluating resources and the successful efforts and recent programs of Del Norte County, City staff approached the Del Norte County Recreation Department to inquire if they would partner with the City to organize and staff the proposed camp.

City and County staff then drafted a scope of work to maximize each agency's strengths, recognizing the City's staff expertise in swimming programs and the County's expertise in organizing camp programs.

9



## ANALYSIS

Swim camp participants will be offered swimming lessons, recreation swims, and safety skills, in addition to receiving instruction in paddle boarding, kayaking and other aquatic activities. The City will be offering this winter swim camp Wednesday, Jan. 2<sup>nd</sup> through Friday, Jan. 4<sup>th</sup>, 2019 from 1:00 pm to 5:00 pm. This program offers the community an activity for kids during the winter break from school when parents are seeking options for children's recreation.

Given the ideal timing of scheduling this camp during winter break, time was and still is of the essence. With this in mind, City and County staff began work before this agreement could be taken to the Council for approval. Thus, the proposed agreement is retroactive to October 24, 2018.

This camp has had unbelievable support from our community. We opened on-line registration through the County Recreation website on Thursday, November 15<sup>th</sup> at 2:00 pm and by the morning of Saturday November 17<sup>th</sup> the limit of 60 participants had been reached.

Although the grant funding from Building Healthy Communities is specifically for this winter swim camp, staff is discussing the viability of summer swim camps as well. This camp will give staff the opportunity to evaluate the camp process, programs, and potential revenues. If the winter camp is well received, and is deemed viable, the Council could consider including this type of camp / programing in the annual budget and offer them on an annual basis.

## FISCAL ANALYSIS

The County will invoice the City for staff time and any materials associated with the camp. The proposed agreement contains a limit of \$5,000. All expenses are anticipated to be recovered through the BHC grant and fee revenues from the camp. There is no net impact anticipated on the General Fund balance.

## STRATEGIC PLAN ANALYSIS

This report supports the Strategic Plan Goal 1: Support quality services, community safety and health to enhance the quality of life, and experience of our residents and visitors.

## ATTACHMENTS

1. AGREEMENT BETWEEN THE COUNTY OF DEL NORTE AND THE CITY OF CRESCENT CITY FOR ADMINISTRATION OF CITY SWIM CAMP

EW      MOR  
CM              Legal

**AN AGREEMENT BETWEEN COUNTY OF DEL NORTE  
AND CITY OF CRESCENT CITY  
FOR ADMINISTRATION OF CITY SWIM CAMP**

**COUNTY AGMT. NO. \_\_\_\_\_ - \_\_\_\_\_**

This Agreement ("AGREEMENT") is hereby entered into by and between the County of Del Norte, a political subdivision of the State of California ("COUNTY") and the City of Crescent City, a California municipal corporation ("CITY") as of the date first written below.

WHEREAS, CITY will be hosting a three-day swim camp over winter break for children ages 7 to 12; and

WHEREAS, CITY is in need of assistance for registration, organization, planning, and staffing the camp activities; and

WHEREAS, COUNTY's Recreation Department has experience and success in conducting similar camps; and

WHEREAS, COUNTY is willing to work with CITY and provide the necessary staffing and services in exchange for full reimbursement of costs.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

**1.0 COUNTY DUTIES AND OBLIGATIONS:**

- 1.1 COUNTY RESOURCES.** COUNTY will utilize the Recreation Department's staff and resources in providing services under this AGREEMENT.
- 1.2 SCOPE OF SERVICES.** COUNTY will provide the staffing and administration for a three-day swim camp to be held at the City's Cultural Center and Municipal Pool January 2-4, 2019 from 1:00 p.m. to 5:00 p.m. with drop off at 12:30 p.m. Specifically, COUNTY will be responsible for the registration of participants, collection of registration fees and forms, planning and organization of daily camp activities, conducting camp activities and directing camp participants.
- 1.3 INVOICE.** At the beginning of each month, COUNTY will submit to CITY an itemized accounting and invoice for actual labor and material costs incurred by COUNTY during the previous month for the performance of services under this Agreement. The invoice will also show a credit for the amount of registration fees received by COUNTY for swim camp participants. The cost for services performed under this AGREEMENT shall not exceed \$5,000.00. The hourly costs for COUNTY staff and personnel are attached hereto as Exhibit A.

**2.0 CITY OBLIGATIONS:**

- 2.1 CITY STAFF / FACILITIES.** CITY will provide staff (Pool Manager and Lifeguards) to conduct all water activities. In addition, all camp activities will take place at CITY facilities. CITY will bear the full cost of the facilities, materials and equipment utilized during the camp.
- 2.2 INVOICE.** After COUNTY submits an itemized accounting and invoice for labor and material costs incurred by COUNTY, CITY will pay said invoice within thirty (30) days after receipt.
- 2.3 CITY REPRESENTATIVE.** The City Manager or his designee will serve as CITY'S representative with authority to discuss and attempt to resolve any issues that may arise during the performance of services under this AGREEMENT.

**3.0 IT IS MUTUALLY AGREED:**

- 3.1 RECITALS.** The recitals are incorporated into the body of this AGREEMENT by reference.
- 3.2 INDEMNIFICATION OF COUNTY.** CITY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this AGREEMENT.
- 3.3 INDEMNIFICATION OF CITY.** COUNTY agrees to indemnify, defend (with counsel reasonably approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from COUNTY'S negligent acts or omissions which arise from COUNTY's performance of its obligations under this AGREEMENT.
- 3.4 COMPARATIVE FAULT.** In the event COUNTY and/or CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the AGREEMENT, the COUNTY and/or CITY must indemnify the other to the extent of its comparative fault.
- 3.5 ATTORNEY'S FEES.** In the event of litigation arising from this AGREEMENT, each Party to the AGREEMENT will bear its own costs, including attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs 3.2, 3.3, and 3.4, indemnification.
- 3.6 INSURANCE.** COUNTY is an authorized self-insured public entity for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, COUNTY has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. CITY purchases insurance coverages for Automobile Liability, General liability, and Workers' Compensation. CITY represents and warrants that CITY has adequate coverage or

resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.

- 3.7 TERMINATION.** This AGREEMENT shall terminate upon the completion of services called for in the Scope of Services, unless terminated sooner by CITY. CITY may terminate this AGREEMENT for any reason or no reason at all upon written notice to COUNTY. If CITY terminates this AGREEMENT, COUNTY will be entitled to payment for all services provided to the date of termination.
- 3.8 INTEGRATION / AMENDMENT.** This AGREEMENT contains the entire AGREEMENT of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this AGREEMENT will be binding unless executed in writing and signed by both parties.
- 3.9 GOVERNING LAW / VENUE.** This AGREEMENT is entered into in Del Norte County, California and is governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this AGREEMENT, or which arises out of or is in any way connected with this AGREEMENT, must be filed in Del Norte County Superior Court.
- 3.10 TIME OF ESSENCE.** Time is of the essence for each and every provision of this AGREEMENT.
- 3.11 INTERPRETATION.** Since the parties or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT is to be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this AGREEMENT.
- 3.12 NO WAIVER.** No waiver of any default may constitute a waiver of any other default or breach, whether of the same or another covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party will give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.13 SEVERABILITY.** If a court of competent jurisdiction declares any portion of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions will continue in full force and effect unless the purpose of this AGREEMENT is frustrated.
- 3.14 COUNTERPARTS.** This AGREEMENT may be signed in counterparts, each of which constitutes an original.
- 3.15 NO RELIQUISHMENT OF RIGHTS.** Nothing contained in this AGREEMENT may be construed as a relinquishment of any rights now held by CITY or COUNTY.
- 3.16 EFFECTIVE DATE.** This AGREEMENT will be effective as of October 24, 2018.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

"COUNTY"

COUNTY OF DEL NORTE

\_\_\_\_\_  
Chris Howard, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Kylie Heriford, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth Cable  
County Counsel

"CITY"

CITY OF CRESCENT CITY

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**

**Hourly Rates for County Personnel**

<b>First Name</b>	<b>Last Name</b>	<b>Hourly Rate</b>
Kelsey	Bozeman	40.01
Justin	Yslas	34.66
Brianna	Long	14.67
Generic	PT	12.01



## CITY COUNCIL AGENDA REPORT

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

**FROM: ERIC WIER, CITY MANAGER**

**BY: ERIC TAYLOR, COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: DECEMBER 3, 2018**

**SUBJECT: 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 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

### BACKGROUND/ANALYSIS

The City has received a request from Piece by Piece Pottery to affix four 30" x 40" tile murals to the retaining wall at 1001 Front Street (refer to attached site photos for further details) as a first phase of the mural project at the Cultural Center. The second phase would be to install 4 additional murals of similar size once funding is obtained. The proposed project is a collaboration between Piece by Piece Pottery, California Redwood Arts Association and the Del Norte County School District. The murals were designed by Harley & Jill Munger of Piece by Piece Pottery. Students from Sunset High School will construct the murals (refer to attached proposal for further details). The overall design is similar to the tile murals located on Third Street (refer to attached 3<sup>rd</sup> Street mural photo for further details). Piece by Piece Pottery proposes to install the murals before the end of the current school year (June 2019).

Eight proposed mural designs were presented to the Architectural Review Committee (ARC) on November 8, 2018. Three of the designs submitted for approval have already been built and installed on the third street wall. The ARC made the finding that all the designs are appropriate and are consistent with the City of Crescent City General Plan and Municipal Code. The ARC expressed that they did not want to see the murals duplicated and directed Piece by Piece Pottery to select four of the five approved new designs. Furthermore, the ARC supported future expansion of the proposed mural if the artists choose to do so (refer to attached mural designs for further details). Before starting the second phase of the mural project, Piece by Piece Pottery will need to have at least three more mural designs approved by the Planning Commission.

**Environmental Determination:** This project is exempt from the California Environmental Quality Act (CEQA) under the General Rule exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment (CEQA Guidelines §15061[b][3]).

### FISCAL ANALYSIS

The cost for each 30" x 46" mural is \$500. If authorized by the Council, the City would pay for two of the first four murals to be installed with California Redwoods Art Association providing the funding for the remaining two in the first phase.

A similar public / private funding partnership approach is sought for the second phase of the project. Upon receiving funding from a private or outside source, City staff would evaluate the existing budget and if funds are available, allocate the appropriate funds, or return to the Council to request additional appropriations.

### ATTACHMENTS

1. Mural Design
2. Site Photos
3. Project Proposal
4. Resolution No. 2018-71

  
CM

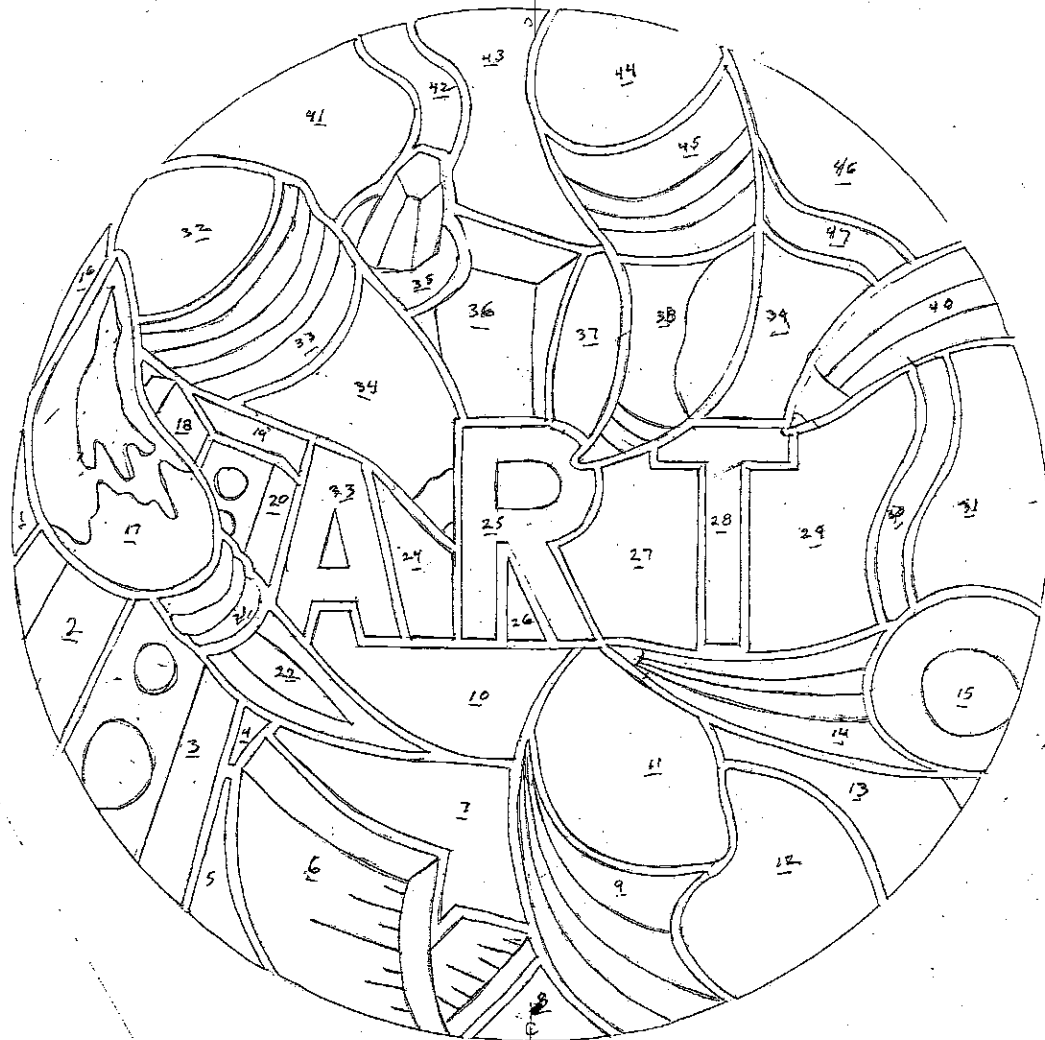
  
Finance











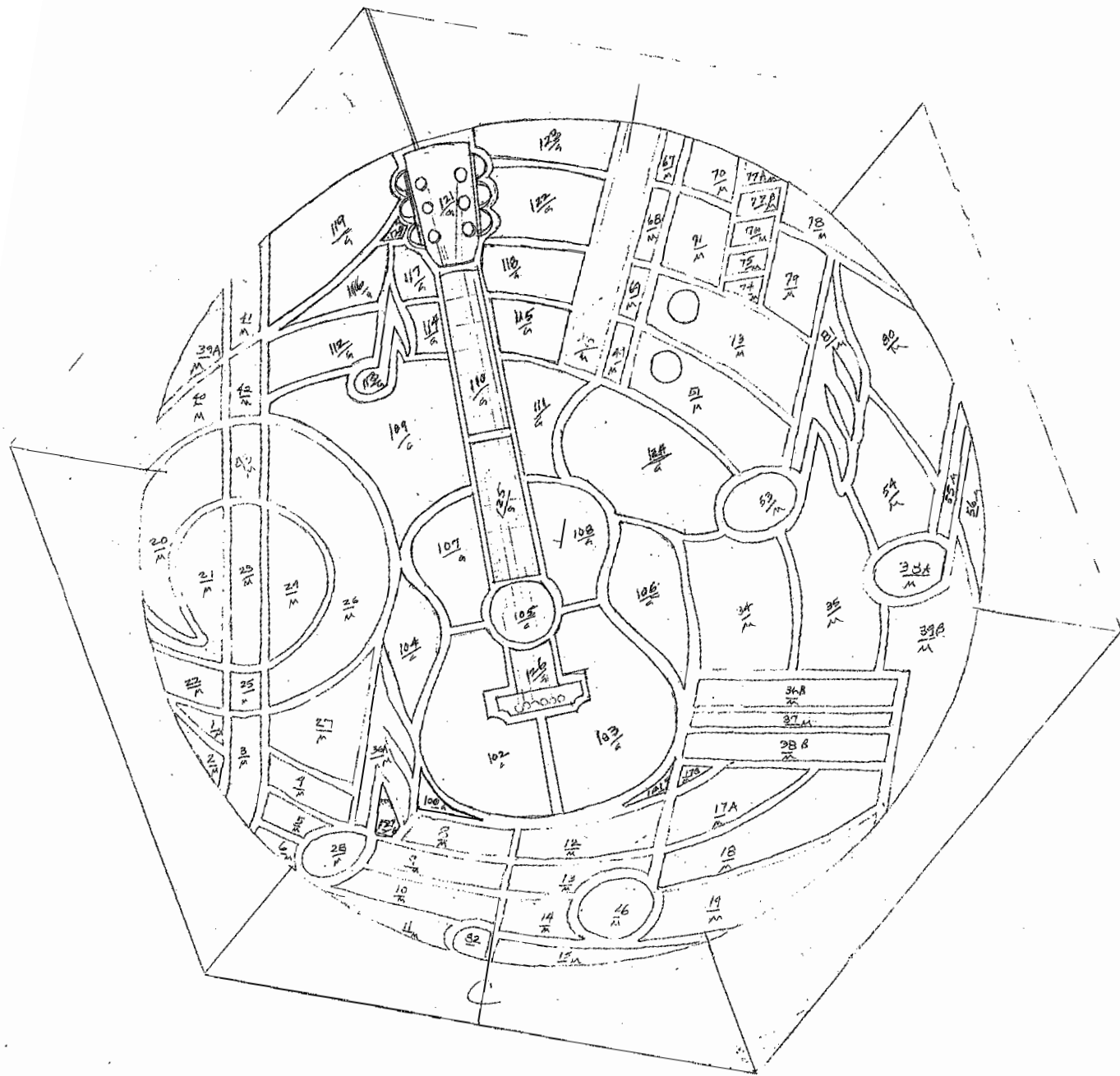
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Looking south toward project site from Front Street



Looking southeast toward project site from Front Street



West wall



East wall



Third Street Mural

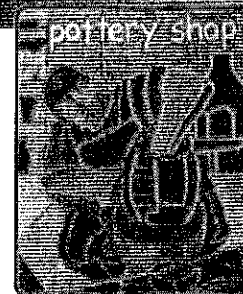


Third Street Mural panel.



**customceramicmurals.com**

1130 Elk Valley Rd.,  
Crescent City, CA 95531  
(707) 464-5337



October 10, 2018

### Description of the Cultural Center Project

This Cultural Center Mural Project is a project collaboration between Piece by Piece Pottery, The City of Crescent City, the California Redwoods Art Association, and the Del Norte County School District.

The Project consists of the creation of a minimum of four murals to be constructed by Sunset High School Students. Murals will match the style of the Downtown Third Street Mural. The design will be chosen by the City of Crescent City and the Planning Department. Designs must represent Local culture and The Arts.

Youth are in training now twice a week at Piece by Piece Pottery, located at 1130 Elk Valley Rd. in Crescent City. They are receiving school credit, and the School District supports them by transporting them to and from the shop. The California Redwood Art Association has sponsored two of the murals.

Funding has been promised by the City of Crescent City upon approval of the project by both the Planning Department and the City Council. Projected installation will be at the end of the current School year in June 2019.

Residents of our area and visitors will enjoy yet another public art project built by the youth Of Del Norte County and Piece by Piece Pottery. We look forward to working together again.

Thank you for your consideration, Harley and Jill Munger

**RESOLUTION NO. 2018-71**

**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 approached by Piece by Piece Pottery who wishes to install several murals on the concrete walls near the Cultural Center; and

**WHEREAS**, the California Redwood Arts Association has generously agreed to fund the cost of two murals, and the City has been asked to fund the cost of an additional two murals; and

**WHEREAS**, the City Council desires to support the beautification of public spaces within 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	\$0	\$1,000

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 3<sup>rd</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: SUNNY VALERO, HUMAN RESOURCES ADMINISTRATOR**  
**DATE: DECEMBER 3, 2018**  
**SUBJECT: CAMP HOST VOLUNTEER AGREEMENT**

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### RECOMMENDATION

- Hear staff report
- Take public comment
- Authorize the City Manager to sign an agreement for an additional camp host at Shoreline RV Park

### BACKGROUND/DISCUSSION

In 2012 the City entered into an agreement for camp host services with Charles and Raeann Blasingame. This last summer, Charles Blasingame unexpectedly passed away leaving Raeann to manage Shoreline RV Park on her own. With the unexpected loss of Charles, it has left Raeann working multiple days in a row and the Community Development Director to fill in on days to give Raeann time off.

The City recruited openly for a volunteer camp host through flyers, in the Workamper magazine and an online job posting on the Workamper website. From the recruitment, City staff determined that Randall (Randy) McPherson was the most qualified candidate for the volunteer position as he met or exceeded the basic requirements for the camp host position.

Mr. Mcpherson's responsibilities as a volunteer camp host would be the following:

- Logging in guests
- Collecting fees for space rentals
- Locking and unlocking facilities as necessary
- Reporting incidents to City Staff or Police Department as appropriate
- Notifying City staff of damages or need for repairs
- Cleaning restrooms and showers and stocking them with toilet paper and hand soap

11

- Cleaning and maintaining laundry room
- Mowing grass and removing litter from RV sites
- Emptying trash receptacles
- Performing routine maintenance

This will be a temporary volunteer position. Having a secondary camp host will not only help the current Shoreline RV camp host, but it will also provide additional coverage and security within Shoreline RV Park.

### FISCAL ANALYSIS

This is a volunteer position in exchange for a camp site at Shoreline RV Park. For a month of an RV site at Shoreline, the cost is \$547.80.

### ATTACHMENTS

1. Agreement for R.V. Camp Host Services
2. Shoreline RV Campground Fee Schedule for 2018

  
CM

  
HR

  
Legal

**AGREEMENT FOR VOLUNTEER CAMP HOST  
AT SHORELINE R.V. PARK**

THIS AGREEMENT is entered by and between the City of Crescent City ("City"), a California municipal corporation, and Randy McPherson ("Camp Host") to serve as a volunteer camp host at Shoreline R.V. Park, owned and operated by the City, and located at 900 Sunset Circle, Crescent City, California.

**NOW, THEREFORE, the parties agree as follows:**

**ARTICLE 1. DUTIES AND RESPONSIBILITIES**

**1.01 Duties & Responsibilities of Camp Host.**

- (a) Camp Host will provide basic Camp Host services including: registering guests, collecting fees for space rentals, taking reservations, locking and unlocking facilities as necessary, notify City staff of any damages or need for repairs, and reporting any incidents to City staff or the Police Department as appropriate.
- (b) Camp Host will provide basic maintenance duties including: keeping restrooms and laundry rooms stocked and tidy; collecting litter from RV sites and tent area; empty trash receptacles on a regular basis before they overflow.
- (c) Camp Host will provide approximately 20-24 volunteer hours per week. Hours and days will be as determined by the City Manager.
- (d) Camp Host will work in coordination with the current contracted camp host. Any disputes or disagreements must be brought to the attention of the City Manager for resolution.

**1.02 Duties & Responsibilities of City.**

- (a) City will provide Camp Host with a free camp site at Shoreline R.V. Park, including water, sewer, electricity, WIFI and cable services.
- (b) City will promptly respond to questions, concerns, complaints from Camp Host.

**1.03 Volunteer.** Camp Host is performing the services under this Agreement as a volunteer and not as an employee of City. Camp Host is not eligible to receive any of the rights or benefits available to City employees. Camp Host will be free from the direction and control of City over the means and manner of performing services under this Agreement, subject only to the right of City to specify the desired results. Camp Host will be solely responsible for payment of all taxes and fees due as required by law or other agreement. Camp Host will provide City with a W-9 prior to commencing services.

**1.04 Civic Purpose.** Camp Host is volunteering his services to the City in furtherance of a civic purpose. Camp Host will be interacting with visitors to the community by registering them, answering questions, providing information about places to visit, shop, eat and explore.

**ARTICLE 2. TERM OF AGREEMENT**

**2.01 Term.** This Agreement is for a term of six (6) months (measured from the Commencement Date). This Agreement may be renewed for another term of six (6) months upon written agreement by both parties.

**2.02 Commencement of Services.** Camp Host will commence services under this Agreement on December \_\_\_\_, 2018 (“Commencement Date”).

**2.03 Termination of Services.** Camp Host may terminate his services under this agreement upon written notice to City. City requests as much advance notice as possible to coordinate the next volunteer. City may terminate Camp Host’s volunteer services for any reason or for City’s convenience upon 14 days’ written notice of termination. City may terminate Camp Host’s services upon 72 hours’ notice if Camp Host engages in behavior that reflects poorly upon the City or which would constitute employee misconduct. Camp Host’s tenancy at the R.V. Park will automatically terminate upon the expiration of the term or earlier termination of this Agreement.

**ARTICLE 3. GENERAL PROVISIONS**

**3.01 Workers’ Compensation.** Camp Host will be covered by City’s policy of workers’ compensation for injuries suffered while performing volunteer services.

**3.02 Assignment Prohibited.** This Agreement is for the personal services of Camp Host. Camp Host may not assign this Agreement or any part hereof to any other person or entity. Any attempt at any such unauthorized assignment will be void and without legal effect.

**3.03 Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

**3.04 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force without being impaired or invalidated in any way.

**3.05 Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between City and Camp Host with respect to this subject.

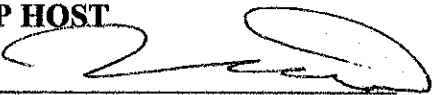
Executed on \_\_\_\_\_, 2018 at Crescent City, California.

**CITY OF CRESCENT CITY**

**CAMP HOST**

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

\_\_\_\_\_  
Randy McPherson



ATTEST:

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

**Shoreline RV Campground  
Fee Schedule 2018**

Tent Camp Sites	\$38.00 per night + \$3.80 tax =	\$41.80
RV Sites	\$38.00 per night + \$3.80 tax =	\$41.80
	\$224.00 per week + \$22.40 tax =	\$246.40
	\$498.00 per month + \$49.80 tax =	\$547.80

Rates are for 1 <sup>st</sup> two people, Additional persons	\$3.00
Rates are per RV vehicle including 1 towed, each extra vehicle	\$7.00
Holding tank dump	\$10.00
Water tank fill	\$6.00
Pets	
Day	\$1.00
Week	\$5.00

**POLICIES**

1. The maximum length of stay permitted is six (6) months during any one-year period. This policy is retroactive and applies to anyone who has currently been in the park for six months or more.
2. An additional 10% Transit Occupancy Tax will be added to the first month.
3. All guests will be required to provide photo I.D., proof of ownership and current RV registration upon check-in, and must maintain current registration to remain in the park.
4. Storage of unoccupied units is not allowed.
5. No refunds or credits.
6. Rates are subject to change due to yearly updates of the fee schedule.

**DEL NORTE  
LOCAL AGENCY FORMATION COMMISSION**  
1125 16<sup>th</sup> Street, Suite 202  
Arcata, California 95521  
TEL (707) 825-9301 FAX (707)825-9181  
eo@delnortelafco.org

**AGENDA ITEM 2A**

**MEETING DATE:** December 10, 2018  
**TO:** Del Norte Local Agency Formation Commission  
**FROM:** George Williamson AICP, Executive Officer  
**SUBJECT:** City of Crescent City Municipal Service Review and Sphere of Influence Update

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**RECOMMENDATION**

The following procedures are recommended for the Commission's consideration of this item:

- Receive verbal report from staff;
- Open the continued public hearing and invite testimony; and
- Discuss item and - if appropriate - close the hearing and consider action on recommendation.

Staff recommends the Commission approve Resolution No.18-05 approving the City of Crescent City Municipal Service Review and Sphere of Influence Update.

**DISCUSSION**

The City of Crescent City provides water treatment and distribution, wastewater collection and treatment, fire protection, law enforcement, city street and sidewalk maintenance, a housing authority, storm drains, community development and parks and recreation services within its jurisdictional boundaries, including to Pelican Bay State Prison. In addition, the City provides water service to agencies serving adjacent unincorporated communities including the Bertsch-Oceanview Community Services District (BOV CSD), the Church Tree Community Services District (CT CSD), Crescent Fire Protection District W-1 (FDW1) and the Meadow Brook (MB) area of the Del Norte Flood Control District. The City covers approximately 1.8 square miles (1,1522 acres) and is located along the Northern California Coast approximately 20 miles south of the Oregon border.

The City currently provides adequate water service to its existing connections. The City sources high-quality water from the Smith River aquifer and has sufficient capacity to serve the City and surrounding communities. The City of Crescent City commissioned a preliminary engineering report (PER) for a water improvement project that was presented to the City Council. The report covered needed upgrades to the water system including identifying planned upgrades to the existing reservoirs and select transmission lines. The City is implementing a USDA rural development funding entitled Water Systems Improvement Project. As this project moves forward, it is addressing water system infrastructure needs and deficiencies.



**DEL NORTE**  
**LOCAL AGENCY FORMATION COMMISSION**  
1125 16<sup>th</sup> Street, Suite 202  
Arcata, California 95521  
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eo@delnortelafo.org

In its annual budgeting process, the City establishes annual appropriations for General; Special Revenue; Enterprise; Internal Service; General CIP; and Fiduciary Funds as part of their budget process. These funds are allocated to provide the range of services offered by the City.

The current SOI includes 12,031 acres and is described in ten areas as delineated in MSR Figure 1. The SOI is proposed to be reduced to remove resource lands that are not anticipated to need city services, as shown on MSR Figure 1. A description of the numbered areas on Figure 1 are described below:

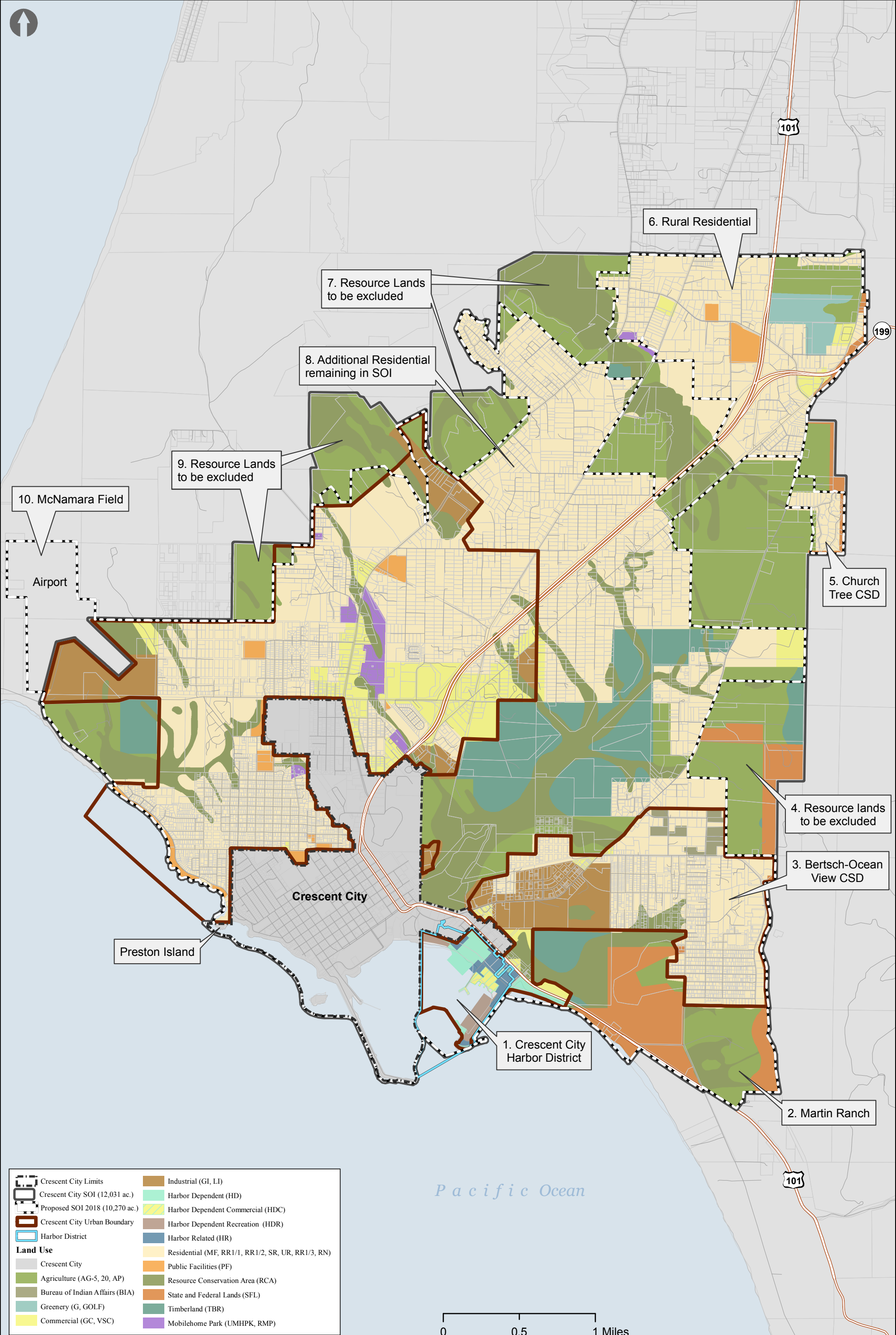
1. Crescent City Harbor District, in the City Urban Services Boundary and recommended to remain in the SOI;
2. Martin Ranch (Elk Valley Off-Reservation Tribal Land), which the City received out of agency service approval for a water extension; to remain in the SOI;
3. Bertsch-Oceanview Community Services District (CSD) to remain in SOI;
4. Resource lands adjacent to Jedidiah Smith Redwoods State Park to be excluded from SOI;
5. Church Tree CSD to remain in SOI;
6. Rural Residential land (Elk Valley Crossroad area and Meadowbrook) to remain in SOI;
7. Resource lands (Jordan Creek watershed) to be excluded from SOI;
8. Residential lands adjacent to the City Urban Services Boundary remaining in SOI;
9. Resource lands (near Lake Earl) to be excluded from SOI; and
10. McNamara Field, regional airport to be added to the SOI.

The proposed SOI will include special districts that currently receive water service from the City including the Bertsch-Oceanview Community Services District (CSD) and the Church Tree CSD. The current city limits encompass approximately 1,533 acres and the Urban Boundary limits include 4,221 acres as designated in the Crescent City and County of Del Norte General Plans. The Urban Services Boundary is the area surrounding the City limits that encompasses land considered for future water and sewer service expansion.

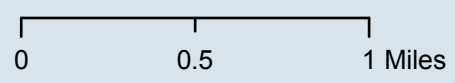
**ATTACHMENTS**

Attachment 1: City of Crescent City MSR & SOI Update

Attachment 2: Resolution 18-05 Approving the City of Crescent City MSR & SOI Update



	Crescent City Limits		Industrial (GI, LI)
	Crescent City SOI (12,031 ac.)		Harbor Dependent (HD)
	Proposed SOI 2018 (10,270 ac.)		Harbor Dependent Commercial (HDC)
	Crescent City Urban Boundary		Harbor Dependent Recreation (HDR)
	Harbor District		Harbor Related (HR)
<b>Land Use</b>			Residential (MF, RR1/1, RR1/2, SR, UR, RR1/3, RN)
	Crescent City		Public Facilities (PF)
	Agriculture (AG-5, 20, AP)		Resource Conservation Area (RCA)
	Bureau of Indian Affairs (BIA)		State and Federal Lands (SFL)
	Greenery (G, GOLF)		Timberland (TBR)
	Commercial (GC, VSC)		Mobilehome Park (UMHPK, RMP)



# Crescent City Municipal Service Review Proposed Sphere of Influence - Land Use Designations



Date: 11/29/2018



## CITY COUNCIL AGENDA REPORT

**TO: MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**BY: ROBIN PATCH, CITY CLERK/ADMINISTRATIVE ANALYST**

**DATE: DECEMBER 3, 2018**

**SUBJECT: SELECTION OF MAYOR AND MAYOR PRO TEMPORE**

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### RECOMMENDATION

- **Hear staff report**
- **Take public comment**
- **Select a new Mayor and Mayor Pro Tempore for the 2018-2019 year**

### BACKGROUND

Within the Policies and Procedures Manual for the City Council, the duties of the Council and positions of the Mayor and Mayor Pro Tempore are outlined as follows:

**Section 3.1 City Council Generally:**.....The Council acts as a body, with no single member possessing any more power than any other member. The Mayor and Mayor Pro Tempore do have some ceremonial and administrative functions as described below, but in all aspects of policy establishment, voting, and in other significant areas the members are equals. (*CA Gov. Code 40601*)

**Section 3.2 Role of Mayor and Mayor Pro Tempore:** The Mayor and Mayor Pro Tempore are chosen annually by a majority vote of the Council. These offices are taken at the beginning of the following meeting. The Mayor shall preside over all meetings of the City Council, and if he or she cannot be present or is unable to act, the Mayor Pro Tempore shall serve as Mayor until such time that the Mayor can be present or is able to act. While the Mayor may make or second any motion, and present and discuss any matter as a member of the Council, he or she traditionally speaks and votes last.

**3.2.1 Term:** At the first regular meeting following a general municipal election, or at the first regular Council meeting in November of odd numbered years, the City Council shall choose one of its members as Mayor and one of its members as Mayor Pro Tempore for a term of one year. (Resolution No. 2016-28)

Additionally, the Mayor and Mayor Pro Tempore are authorized signers on any bank or financial institution accounts held by the City, along with the City Manager and Finance Director. Both the Mayor and Mayor Pro Tem attend the agenda review meetings, the Tuesday preceding a Council meeting along with the City Manager, City Clerk/Administrative Analyst, and City Attorney. The Mayor also makes appointments to boards, commissions, and committees with Council approval and signs all documents that require an official signature unless the City Manager has been authorized to sign such documents.

The selection of Mayor is traditionally chosen first with the Mayor Pro Tempore being chosen second. Rosenberg Rules of Order state that there can be up to three motions on the floor, simultaneously. The rules of order are as follows: When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. After discussion and debate, a vote would be taken on the third motion. If this motion passed, no vote would be taken on the first or second motions.

  
CM

  
Legal