

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

TUESDAY

FEBRUARY 19, 2019

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

There will not be a closed session due to no items to discuss.

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.

CEREMONIAL ITEMS

1. Oath of Office for Police Officer Richard Griffin (City Clerk/Administrative Analyst)
2. Black History Month Proclamation (City Clerk/Administrative Analyst)

REPORTS AND PRESENTATIONS - None

CONSENT CALENDAR

3. Regular Council Meeting Minutes

- *Recommendation: Approve the February 4, 2019 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

4. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period January 26, 2019 through February 8, 2019 (Finance Director)*

5. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending February 2, 2019 paid February 8, 2019. (Finance Director)*

6. Budget-to-Actual Financial Report for January 2019

- *Recommendation: Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of January 2019. (Finance Director)*

7. Sister City Display - Agreement

- *Recommendation: Authorize the City Manager to sign the License Agreement for the display of the "Sister City" materials between the Border Coast Regional Airport Authority, the City of Crescent City, and the County of Del Norte. (City Manager)*

8. Application of Charlotte Dallara-Bartley for the Housing Authority Advisory Commission

- *Recommendation: Consider and approve Charlotte Dallara-Bartley's application for the vacant position on the Housing Advisory Commission. (Housing Authority Executive Director)*

9. Letter of support for Mayor Inscore's appointment to the California Coastal Commission (City Manager)

PUBLIC HEARINGS

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)

10. Public Hearing to Amend 16-CDBG-11136 Contract for Microenterprise Program

- *Recommendation: Open public hearing*
- *Hear staff report*
- *Take public comment*
- *Close public hearing*
- *Adopt Resolution 2019-07, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE REALLOCATION OF FUNDING UNDER AGREEMENT #16-CDBG-11136 WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (Finance Director)*

CONTINUING BUSINESS

11. Comment Letter Regarding the Draft Environmental Impact Report for the Klamath River Dam Removal Project

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize the Mayor to sign a comment letter addressed to the State Water Resources Control Board regarding the Draft Environmental Impact Report for the Lower Klamath River Project License Surrender. (City Manager)*

12. Camping and RV Regulations – Draft Language

- *Recommendation: Hear staff report*
- *Take public comment*
- *Direct staff to bring back one or more ordinances to implement the code amendments presented (or with changes as directed by Council). (City Attorney)*

NEW BUSINESS

13. Engineering Support Services Contracts

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize City Manager to sign a contract with SHN, Oscar Larson & Associates, Mike Young, and Freshwater Engineering for as needed engineering support services. (Public Works Director)*

14. Engineering Support Services Contract – Stover Engineering

- *Recommendation: Hear staff report*
- *Take public comment*
- *Authorize City Manager to sign a contract with Stover Engineering for as needed engineering support services. (City Manager)*

15. Pool Closure and Repairs

- *Recommendation: Hear staff report*
- *Take public comment*
- *Adopt Resolution 2019-06, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 BUDGET OF THE CITY OF CRESCENT CITY. (Public Works Director)*

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, March 4, 2019 at 5:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.**

POSTED:

February 15, 2019

/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 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, Richard Griffin, do solemnly swear 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 and faithful allegiance to the Constitution of the United States and to 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 for Crescent City Police Department.

Richard Griffin, Police Officer

NAME AND TITLE OF PUBLIC OFFICER/EMPLOYEE

SIGNATURE OF PUBLIC OFFICER/EMPLOYEE

Subscribed and sworn to before me this 19th day of February, 2019.

Robin Patch, City Clerk

NAME AND TITLE OF OFFICER ADMINISTERING OATH

SIGNATURE OF OFFICER ADMINISTERING OATH

**PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF
CRESCENT CITY RECOGNIZING FEBRUARY 2019 AS BLACK
HISTORY MONTH**

WHEREAS, Black History Month is observed throughout the United States to celebrate and recognize the vital role and contributions of African Americans in our history and culture. Black History Month was first celebrated in 1976; and

WHEREAS, the City of Crescent City recognizes that racial and ethnic diversity enriches our community and the challenges that African Americans face in achieving equity, opportunity and social mobility; and

WHEREAS, the City of Crescent City honors the rich heritage, extraordinary contributions, and ongoing accomplishments of African Americans; and

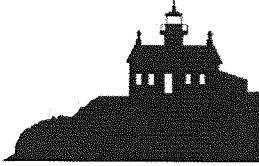
WHEREAS, the City of Crescent City celebrates African American advocacy of social justice, cultural contributions, racial justice and hope not only for this month, but 365 days a year; and

WHEREAS, we commend the many achievements, successes and notable contributions of people of African descent in all fields of endeavor; and

NOW, THEREFORE, BE IT PROCLAIMED, that on this 19th day of February, 2019, the City Council of the City of Crescent City do hereby proclaim February 2019, as Black History Month.

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

FEBRUARY 4, 2019

6:00 P.M.

CLOSED SESSION

Call to order Mayor Inscore called the closed session to order at 5:02 p.m.

Roll call Council Members present: Mayor Blake Inscore, Mayor Pro Tem Heidi Kime, Council Member Alex Fallman, Council Member Jason Greenough, and Council Member Isaiah Wright
Staff present: City Manager Eric Wier and City Attorney Martha Rice

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel: Existing Litigation** (Govt. Code § 54956.9(d)) 4 cases)
Crescent City v. Dalton Harrington, et al. Del Norte County Superior Court Case No. CVUJ-18-1022; Crescent City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Patrick M. Barry, Trustee of the Patrick M Barry Trust Dated October 2, 2009 v. City of Crescent City, inclusive Del Norte County Superior Court Case No. CVUJ-18-1287, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.)
- **Conference with Legal Counsel: Pending Litigation** (Govt. Code § 54956.9(d)(4)) (3 cases)

There were no public comments on closed session items.

OPEN SESSION

Call to order Mayor Inscore called the open session to order at 6:02 p.m.

Roll call Council Members present: Mayor Blake Inscore, Mayor Pro Tem Heidi Kime, Council Member Alex Fallman, Council Member Jason Greenough, and Council Member Isaiah Wright

Staff present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Patch, Finance Director Linda Leaver, Community Development Director Eric Taylor, Pool Manager Matt Hildebrandt, Interim Fire Chief Bill Gillespie and Police Chief Ivan Minsal

Pledge of Allegiance led by Mayor Pro Tem Kime

REPORT OUT OF CLOSED SESSION

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

PUBLIC COMMENT PERIOD

There were no public comments.

Mayor Inscore presented an urgency item that came to the City's attention after the posting of the agenda. The California Highway Patrol has requested a fee waiver for use of the Cultural Center for the Celebration of Life Service for Retired CHP Officer Kent Davis on February 9, 2019.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Greenough, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City to add item to the agenda as an urgency item because the need for action came to the attention of the City after the posting of the agenda and action must be taken prior to the next meeting.

CEREMONIAL ITEMS - None

REPORTS AND PRESENTATIONS

1. Swim Camp presentation

Crescent City Pool Manager Hildebrandt and Del Norte County Recreation Coordinator II Kelsey Bozeman gave a PowerPoint presentation on the first Winter Swim Camp. The cost details came to a total of \$8,966.66, however will not be as expensive next round as some of this cost was for the purchase of equipment and the development of the program. Ms. Bozeman went into detail over the distribution of duties of City and County staff. There were a total of 60 campers for a 3 day, half day program. The program was filled within 24 hours of marketing the event and the wait list began immediately of parents wanting to get their children involved. There has been a huge public outpouring of support to continue this particular program. City Manager Wier reiterated that this was a great experience working with County staff along with our City staff. As a pilot program, this has been a huge success. Mayor Pro Tem Kime congratulated those involved in developing and putting this program on for our youth. Asked what kind of equipment was purchased that will be reused? Pool Manager Hildebrandt stated they have purchased kayaks, paddleboards, and extra life jackets. Council Member Fallman asked in what capacity will the County help the City again with this program; Coordinator Bozeman stated the County was willing to partner in future programs. Council Member Wright asked about a camp during Spring Break; City Manager Wier explained that during the post camp meeting it was discussed that a Spring Break camp will not be feasible since it does not coordinate with college schedules (students who help with the program). It is anticipated that the next camp will be in the summer. City Manager Wier stated that this camp was funded by Building Healthy Communities (BHC) in the amount of \$7,000. The next camp will cost approximately \$6,000; there may be a possibility to get sponsorships to fund as well as asking BHC for help again. Council Member Greenough suggested asking local business owners to contribute; Coordinator Bozeman reported that is

something they have done in the past. Mayor Inscore it is great to see what working together and collaboration can do for everyone. Good to see the City's asset being used this way and showing how this is a desired program by the community response.

2. Klamath River Renewal Corporation presentation

Dave Meurer, of Klamath River Renewal Corporation (KRRRC) and Eli Naffah, consultant, were present to give the PowerPoint presentation on this item. There are four dams that are proposed to be removed in an effort to help with the salmon fishing. The Klamath River's fisheries and water quality have been in a decline for decades. This will be fully funded by Pacific Corp Customer funds via Public Utility Commissions Funding Agreements in the amounts of: Oregon \$184 million and California \$16 million. Dams are being removed to help with water quality, fish population increase, and reduced disease. The economic benefits include a creation of a few hundred direct jobs and fish numbers will come back. There are many issues to get the dams up to cost that will be unknown and uncapped cost. As a customer, the removal of the dams is in your best interest. In regards to sediment affecting the Harbor, per the DEIR (Draft Environment Impact Report) it projects sediment released and transported to the ocean will be similar to the amount carried during the year with an average flow and less than what is delivered during a wet year. It will be in the range of what the river sees as "normal". Council Member Greenough asked about highway runoff sediments; Mr. Meurer explained that the sediment has been tested as safe and a letter was provided to the Council by the EPA stating the same. California has acknowledged that there will be a brief negative effect on the water quality, however, there is a long-term gain for water quality and fish. Council Member Greenough asked about natural disasters – the river tends to be impacted by flooding, will the dam removal endanger downstream communities? Mr. Meurer answered that the dams are not used for flood control presently, the impact will be minimal – it will only be 6 – 18 inches worse in only the first 18 miles from the last dam. They are already in discussions with the 40+ residents to have their homes protected from flood. The flow is not a concern, it's the same volume; this is just pass through water. The upper Klamath Lake dam will not be removed. Council Member Greenough asked how much energy is being created by these dams? Mr. Meurer answered less than 2% of PacificCorp portfolio. The owners of the dam say getting the dams up to code is not valuable and they prefer to have the dams removed. There is a plan to replace the energy that is being created by the dams. The PUC has determined that this is in the best interest of the customer. Council Member Greenough asked where will the remainder of the money go after it's complete; Mr. Meurer answered that if there is any money left over not required by the project it goes back to California. Council Member Fallman asked if there any reasons why the dams should stay up; Mr. Meurer – if there was a negative impact on the County or City, he would disclose it. There is none. There are for other counties, however, not for the City or Del Norte County. The City will prosper if fish comes back because it will have a huge benefit to the economy and environment. Council Member Wright asked about organizations against the removal; Mr. Meurer stated there is a huge amount in support – local tribes as well as Oregon tribes – the Siskiyou Water Users Association are the opponents – but they believe the water is being taken from agriculture, which it is not. Klamath County (Oregon) is neutral, Siskiyou County is opposed. The level of support is quite substantial compared to the level of opposition. Council Member Greenough asked what kind of jobs will be created and how many are permanent; Mr. Meurer stated in the immediate term – water tenders, food catering, security, construction, surveying, etc. 400 short term (approx. 3 years) prevailing wage jobs, and then 1,000 indirect jobs (service industries). Local preference will be given for jobs. Council Member Greenough asked how many jobs will be lost; Mr. Meurer stated that they don't see job loss, however there may be some through Pacific Corp – there is much stronger job growth and economic growth. There are no fish ladders in these dams and there has been a crash in fish population as a result, it is alarming. There is a 98% loss in the fishery since the 70's and 80's – we hope to turn this around. By removing the dams, this will make the river cold again, which salmon thrive in. Mayor Pro Tem Kime asked about time estimates – what is short term gain; Mr.

Meurer answered no longer than 24 months will there be a negative effect on the river. If there is a storm event, it will decrease that time. When the silt gets into the river, the fish will be negatively impacted. However, the river is also used to storm events and things coming thru the water. The time that this will be done will be during the time where the impact will be less, 3 – 5' a day will be released to lessen the impact. The removal will be done within a year. Mayor Pro Tem Kime asked if they were in the right timeline for all of the requirements; Mr. Meurer – yes, we are following all of the regulations and on time. KRRC is asking the City to weigh in on the DEIR. The other ask is for a letter of support to the State Water Resources Control Board for the dam removal, that deadline is February 26th. Mayor Inscore stated that the matter of a letter of support for the next Council meeting will be brought back to the Council at the end of the meeting for consensus.

The following citizens addressed the Council:

Sammy Gensaw: Requa – greeted the Council in Yurok, “oyuuekwee” - this project is incredibly important to our community as presently there aren't enough fish in the river for each tribal member to take one home. Not having salmon fishing here has had negative effects on the indigenous people – fishing is for the physical as well as mental health. Together we create power for our people, creating stronger relationships. Asks for the Council to support the removal of the dams and further stated that of all the questions posed by the Council, he didn't hear any questions about how this would affect the indigenous people.

Mike Thompkins: echoed Mr. Gensaw's sentiments.

Lena-Belle Gensaw: greeted the Council in Yurok, “oyuuekwee” – spoke of the time that her Grandfather fished that there were so many salmon in the river, you could walk on their backs across the river. Long term positive effect for our people.

Adam Spencer: wrote a lot about this matter when he was a reporter for the Triplicate. When this was put together with water sharing, people were against it; however what is being presented is solely about the dam removal. This is not water sharing – there is no flood control – a 5-0 vote from the Council in support of this removal is something completely necessary and the only thing acceptable on this matter.

Zachariah Gable: greeted the Council in Yurok, “oyuuekwee” - he grew up as a commercial fisherman – now he cannot do it because of the water quality. The quality of the river equates to the quality of life for the people. The removal of the dams will be great for generations to come.

Jonah Gensaw: greeted the Council in Yurok, “oyuuekwee” – also grew up as a commercial fisherman; his Grandmother told him you used to be able to drink from the river, now if you drink from it, you can die. Has seen salmon struggle due to the health of the river. Fishing gives healthy options for our children.

Mayor Inscore thanked those in attendance that spoke on this matter and expressed his appreciation for the opportunity to bring the Klamath River to its restoration.

CONSENT CALENDAR

3. Regular Council Meeting Minutes

- *Recommendation: Approve the January 22, 2019 special meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

4. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period January 12, 2019 through January 25, 2019 (Finance Director)*

5. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending January 19, 2019 paid January 25, 2019. (Finance Director)*

6. Local Hazard Mitigation Plan

- *Recommendation: Adopt Resolution 2019-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE ADOPTION OF THE DEL NORTE COUNTY LOCAL HAZARD MITIGATION PLAN UPDATE*

Council Member Greenough asked for more time to review the Local Hazard Mitigation Plan documents. Mayor Inscore stated this is the third time it has been before the Council, this is for the adoption of the Plan; City Manager Wier concurred with Mayor Inscore.

Council Member Greenough asked for item 6 on the Consent Calendar to be pulled for further discussion.

On a motion by Council Member Fallman, seconded by Council Member Greenough, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted the consent calendar consisting of items 3-5 as presented.

Discussion on Item 6: Mayor Inscore asked if there were any significant material changes to this plan since the last time the Council saw it; Community Development Director Eric Taylor stated that no, there have been no changes, it has been before the Council twice, and has been on the website for the last year. Council Member Greenough asked if this item was time sensitive; Director Taylor explained that the draft had already been approved, this was for formal adoption. The sooner this is approved the better, we don't want to hold up any grants, or if there are any hazards, this will help protect us. City Manager Wier stated not having this approved or in place will affect disaster mitigation funding. Council Member Wright asked if there was already one in place; Director Taylor stated that yes, this is reviewed every five years and updated as necessary.

On a motion by Council Member Fallman, seconded by Mayor Pro Tem Kime, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution 2019-05, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE ADOPTION OF THE DEL NORTE COUNTY LOCAL HAZARD MITIGATION PLAN UPDATE.

PUBLIC HEARINGS - None

CONTINUING BUSINESS - None

NEW BUSINESS

7. Request to waive Cultural Center fees for the Celebration of Life ceremony for retired CHP Officer Kent Davis

This item came to the attention of City staff after the posting of the agenda and is before the Council tonight for approval. Mayor Inscore read the letter submitted by Cdr. Depee from the California Highway Patrol requesting the fee waiver of the Cultural Center for a Celebration of Life for retired CHP Officer Kent Davis. The anticipated cost is \$600 for the use of the Cultural Center.

On a motion by Council Member Greenough, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote the City Council of the City of Crescent City approved waiving the Cultural Center rental fees for the Celebration of Life for Kent Davis, a retired local CHP Officer who served the Crescent City area for nearly 28 years, and find that such waiver of fees fulfills a public purpose in honoring the life of a local law enforcement official.

8. Camping and Recreational Vehicles (RV) Regulations – Update

- *Recommendation: Hear staff report*
- *Take public comment*
- *Direct staff to proceed with drafting municipal code revisions in accordance with the regulations outlined in the staff report.*

City Manager Wier stated that this item is before the Council due to the Ninth Circuit Court of Appeals decision on resting in public places. City Attorney Rice recapped the Martin v. Boise case that affects the Western side of the US. When a community does not have an overnight shelter, people have become more confident in sleeping/camping in public places. This has drawn more attention by our residents, which comments were included in a Town Hall discussion. Before the Council tonight is an update as well as asking for direction from the Council. The base to this revision starts from our Municipal Code which already addresses camping in the City limits. The two big issues are that some individuals are camping on the beach in front of Beachfront Park and there are no laws on the books for this currently, only at night. This will be addressed in the updated regulations. If someone is homeless, they can sleep in a public place at night, however, during the day, they will have to remove their belongings to prevent camping. It will be proposed to have the hours of 10p – 7am be designated for “sleeping or resting” time. Other issues to address are parking of vehicles for extended periods of time, therefore there will be regulations placed that will not allow for parking after park hours. The concern over having a leash law for dogs was also a concern. City Manager Wier stated that meetings were held between Chief Minsal, Community Development Director Eric Taylor, City Attorney Martha Rice, and himself about the trash, and things that go along with these encampments. Attorney Rice stated when drafting these regulations, you must remember that these regulations apply to everyone. Discussion at a Council level included excluding holidays from the restrictions, the type of structure being used, RVs being parked on public streets, and a time frame used for sleep and breaking down camp daily. It was requested to have a draft ordinance done so the language can be discussed fully and vetted out.

The following citizen addressed the Council:

Mike Thompkins: asked about a permit getting for the RV parked on the street is an idea.

Mayor Inscore agreed with a permit for short term for RVs being parked on the street in front of someone’s house. Attorney Rice stated it would be a no cost permit that lists the dates the RV will be parked in the street. There was consensus of the Council for an updated leash law.

CITY COUNCIL ITEMS

- **Legislative Matters – None**
- **City Manager Report and City Council Directives -**
 - **Mayoral Term**

City Clerk/Administrative Analyst Patch presented to the Council the history behind the one-year Mayoral term. Council Member Fallman stated that he feels the role of Mayor has been increasing – feels a two year term is appropriate. Mayor Inscore said that the Council should annually decide

who represents the Council. Council Member Wright said if the Mayor selected is doing a good job, then they will be selected again. Council Member Greenough agrees with doing it annually because priorities can change. Council Member Fallman does not want “its my turn” to be something that becomes the culture of the future Councils.

It was the consensus of the Council to leave the selection of Mayor to remain an annual selection.

Regarding the Klamath Dam Removal Project, Council Member Greenough wants to hear from more agencies before a decision of support. There was unanimous consensus of the Council to bring information back to the Council from Siskiyou County, Klamath County, and Pacific Corp as well as a letter of support for discussion on the 19th agenda. City Manager Wier stated that the report would be detailed with information from other agencies involved.

- City Manager Wier reported that the Pool Master Plan meeting went very well, was positive and a good outcome for the Master Plan. There is a list of community members that can get updates if they chose to do so.
- Upcoming Strategic Plan meeting on February 7th

➤ **Reports, Concerns, Referrals, Council travel and training reports –**

Council Member Fallman – nothing to report

Council Member Wright – Yurok word for the meeting is: erplers which means apples. The Yurok phrase being used tonight during the public comment period of the Klamath Dam presentation was a greeting from Tribal members.

Council Member Greenough – attended the following meetings/events: Del Norte Solid Waste Management Authority (DNSWMA), Auditor Committee, Local Area Formation Commission (LAFCO), and the Pool Master Plan meeting.

Mayor Pro Tem Kime: attended the following meetings: Pool Master Plan meeting and Redwood Coast Transit (RCT)

Mayor Inscore: attended the following meetings/events: Oversight Board, DNSWMA, Visitors Bureau, Sister City, Chamber Executive Board, Golden State Risk Management Authority (GSRMA) WebEx, Pool Master Plan, LAFCo, appointed to Cal-LAFCO as a Board Member. Asked the Council to consider a letter of support for his application to the California Coastal Commission.

City Manager Wier reported that there was an audit of the police department; the City is getting all stars for the Finance audit as well as CCPD.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 8:17 p.m. to the next regular meeting of the City Council of the City of Crescent City scheduled for Tuesday, February 19, 2019 at 5:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

ATTEST:

Robin Patch
City Clerk/Administrative Analyst

Accounts Payable

Checks by Date - Summary by Check Number

User: crawlings
Printed: 2/11/2019 4:36 PM



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	PERS1	Public Emp Retirement Sys	02/06/2019	0.00	52,590.70
ACH	EDDTAX	State of California EDD TAX Auto Pay	01/31/2019	0.00	4,933.42
ACH	FITTAX	FIT Payroll Taxes Auto Pay	01/31/2019	0.00	22,544.48
ACH	PERS2	Public Emp Retirement Sys	01/31/2019	0.00	24,253.21
433103	CASTATE	CA State Disbursement Unit	01/31/2019	0.00	2.32
433104	WAMUTU	Crescent City Employees Association	01/31/2019	0.00	85.00
433105	CCPOLI	Crescent City Police Officer's Association	01/31/2019	0.00	350.00
433106	ICMARE	ICMA Retirement Trust-457	01/31/2019	0.00	5,976.33
433107	MYERSS	Myers-Stevens & Toohey Co, Inc	01/31/2019	0.00	105.00
433108	NCHEAL	Northcoast Health Screen.	01/31/2019	0.00	80.00
433109	PARS	PARS, Public Agency Retirement	01/31/2019	0.00	300.00
433110	REDWMO	Redwood Medical Offices	01/31/2019	0.00	2,134.00
433111	CAPLIVE	Secure Screening Solutions, Inc	01/31/2019	0.00	44.00
433112	ZCAJUSTA	ST CA Dept Of Justice	01/31/2019	0.00	98.00
433113	SUPERI	Advanced Superior Alarm Systems	02/01/2019	0.00	306.00
433114	BLUEST	Blue Star Gas	02/01/2019	0.00	11,070.61
433115	GCBAUTO	Gary Burton	02/01/2019	0.00	480.00
433116	CRENNE	C Renner Petroleum Inc	02/01/2019	0.00	1,241.24
433117	CACEHA	Crescent Ace Hardware	02/01/2019	0.00	1,436.65
433118	CUMMIN	Cummins Pacific LLC	02/01/2019	0.00	165.50
433119	DNCOUN	D N Co Unified School Dst	02/01/2019	0.00	1,199.62
433120	DNENVIRO	D N County Environmental Health	02/01/2019	0.00	90.00
433121	DNOFFI	Del Norte Office Supply	02/01/2019	0.00	79.24
433122	MISSVS	Virginia Delatorre	02/01/2019	0.00	1,540.00
433123	DOWNT0	Downtown Ford Sales	02/01/2019	0.00	477.79
433124	ENGLUN	Englund Marine Supply Co.	02/01/2019	0.00	8.39
433125	FAMILYRE	Family Resource Center of the Redwoods	02/01/2019	0.00	16,427.88
433126	FASTENAL	Fastenal Company	02/01/2019	0.00	772.42
433127	GRAING	Grainger	02/01/2019	0.00	248.32
433128	HILDEB	Matt Hildebrandt	02/01/2019	0.00	196.33
433129	UB*04723	MARSHALL JONES	02/01/2019	0.00	800.00
433130	GRADYK	Ken Grady Company Inc.	02/01/2019	0.00	1,192.31
433131	UB*04720	LAW OFFICES OF GRAY & PROUTY	02/01/2019	0.00	37.51
433132	LESSCH	Les Schwab Tire Co	02/01/2019	0.00	1,964.66
433133	LEXISNEX	Lexis Nexis Risk Solutions	02/01/2019	0.00	50.00
433134	LINCOL	Lincoln Equipment Inc	02/01/2019	0.00	315.85
433135	MENDES	Mendes Supply Company	02/01/2019	0.00	896.07
433136	MISSIO	Mission Uniform & Linen	02/01/2019	0.00	85.17
433137	101	National Auto Parts Warehouse	02/01/2019	0.00	21.26
433138	NCLAB	North Coast Laboratories	02/01/2019	0.00	159.00
433139	OREILLY	Ozark Automotive Dis. Inc.	02/01/2019	0.00	140.45
433140	PAPEMAC2	Pape Machinery Inc.	02/01/2019	0.00	53.14
433141	UB*04722	SOONOK PARK	02/01/2019	0.00	174.24
433142	PARKWA	Parkway Feed	02/01/2019	0.00	42.95
433143	RKI	RKI Instruments, Inc.	02/01/2019	0.00	498.57
433144	THILLR	Regina Thill	02/01/2019	0.00	354.59
433145	THRIFT	Thrifty Supply	02/01/2019	0.00	621.67

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
433146	USAVE	U Save Appliance Repair	02/01/2019	0.00	80.00
433147	VERIZO3	Verizon Wireless	02/01/2019	0.00	1,989.22
433148	WESTERB	Western Burner Co	02/01/2019	0.00	1,505.20
433149	UB*04721	TAMMIE WOLF	02/01/2019	0.00	87.30
433150	ZUMAR	Zumar	02/01/2019	0.00	721.90
433151	AMFAM	American Family Life	02/06/2019	0.00	2,507.62
433152	AMLIF	Ameritas Life Ins. Corp.	02/06/2019	0.00	5,299.20
433153	CLEA	California Law Enforcement Association	02/06/2019	0.00	269.50
433154	CLEMENM	Clementi, Mark A, Ph.d	02/06/2019	0.00	825.00
433155	DNAMBU	D N Ambulance Service	02/06/2019	0.00	1,260.00
433156	STANDAI	Standard Insurance Co	02/06/2019	0.00	2,242.39
433157	VISION	Vision Service Plan	02/06/2019	0.00	1,167.60
433163	AIRGAS	Airgas USA, LLC	02/08/2019	0.00	180.87
433164	BATTSYS	Battery Systems	02/08/2019	0.00	348.67
433165	BLUEST	Blue Star Gas	02/08/2019	0.00	170.97
433166	BOOKCTR	BookingCenter.com LLC	02/08/2019	0.00	150.00
433167	CHARTEC	Charter Communication Inc	02/08/2019	0.00	214.97
433168	UB*04725	LARRY CHILDS	02/08/2019	0.00	18.05
433169	COOPERJ	Jonathan Cooper	02/08/2019	0.00	92.30
433170	UB*04736	NICHOLAS CORCOVELOS	02/08/2019	0.00	184.43
433171	DNCHIL	D N Child Care Council	02/08/2019	0.00	100.00
433172	DNCOC2	D N Co Dept Inform Tech	02/08/2019	0.00	50.16
433173	DNCOEN	D N Co Engineering	02/08/2019	0.00	888.83
433174	DNCOTA	D N Co Tax Collector	02/08/2019	0.00	208,215.12
433175	DNOFFI	Del Norte Office Supply	02/08/2019	0.00	25.37
433176	DELATORR	Joshua Delatorre	02/08/2019	0.00	119.99
433177	DELLMA	Dell Marketing L P	02/08/2019	0.00	1,309.38
433178	UB*04737	FRANKLIN DICKEY	02/08/2019	0.00	9.91
433179	FASTENAL	Fastenal Company	02/08/2019	0.00	348.82
433180	UB*04740	KAITLYN FISCHER	02/08/2019	0.00	79.61
433181	GRAING	Grainger	02/08/2019	0.00	66.56
433182	EFFDEL	Ernie & Cheri Hardaway	02/08/2019	0.00	30.00
433183	UB*04724	DALE HART	02/08/2019	0.00	85.63
433184	UB*04728	KURT HART	02/08/2019	0.00	22.77
433185	INDUSTE	Industrial Electric Arcata Inc	02/08/2019	0.00	698.32
433186	INDUSTST	Industrial Steel & Supply	02/08/2019	0.00	298.93
433187	BESTSTOR	Brian Iorg	02/08/2019	0.00	130.00
433188	LEXISNEX	Lexis Nexis Risk Solutions	02/08/2019	0.00	200.00
433189	LINCOL	Lincoln Equipment Inc	02/08/2019	0.00	2,923.06
433190	UB*04726	HELEN MC DONALD	02/08/2019	0.00	60.00
433191	UB*04731	DONNA MC JUNKIN	02/08/2019	0.00	76.34
433192	UB*04739	MARY MESSAL	02/08/2019	0.00	25.97
433193	MISSIO	Mission Uniform & Linen	02/08/2019	0.00	15.38
433194	OUTDOO	Outdoor Creations Inc	02/08/2019	0.00	645.00
433195	OWENJ	Jennifer Owen	02/08/2019	0.00	52.80
433196	OREILLY	Ozark Automotive Dis. Inc.	02/08/2019	0.00	285.96
433197	PAPEMAT	Pape Material Handling	02/08/2019	0.00	266.33
433198	UB*04727	BARBARA ROQUET	02/08/2019	0.00	85.63
433199	SPRINTAQ	Rothhammer International, Inc.	02/08/2019	0.00	256.80
433200	UB*04730	LEVI SACKETT	02/08/2019	0.00	190.06
433201	ZCAWTR1	St Wtr Resource Cntrl Brd	02/08/2019	0.00	120.00
433202	UB*04729	HEATHER STEPHENS	02/08/2019	0.00	33.61
433203	UB*04738	TAB AND ASSOCIATES	02/08/2019	0.00	14.37
433204	THRIFT	Thrifty Supply	02/08/2019	0.00	51.40
433205	CALCARDS	US Bank Corporate Pmt Systems	02/08/2019	0.00	8,649.95
433206	USPM2	USPS - Hasler	02/08/2019	0.00	2,000.00
433207	UB*04732	PATRICIA WARING	02/08/2019	0.00	10.94

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
433208	WELTONH	Heather Welton	02/08/2019	0.00	299.37
433209	UB*04733	NICHOLAS WEST	02/08/2019	0.00	103.03
433210	UB*04734	YUROK INDIAN HOUSING AUTHORIT	02/08/2019	0.00	104.55
433211	UB*04735	YUROK INDIAN HOUSING AUTHORIT	02/08/2019	0.00	104.55
Report Total (108 checks):				0.00	405,013.58

Accounts Payable

1-26-19 to 2-8-19 Council



CR

User: crawlings

Printed: 02/11/2019 - 4:34 PM

Check Num	Check Da	Account	Description	Amount	Selected for Vo
0	01/31/2019	610-000-2185-0000C	PR Batch 00002.01.2019 State Income Tax	4,370.94	no
0	01/31/2019	610-000-2189-0000C	PR Batch 00002.01.2019 Federal Income Tax	14,276.62	no
0	01/31/2019	610-000-2188-0000C	PR Batch 00002.01.2019 Medicare Employee Portion	2,268.77	no
0	01/31/2019	610-000-2188-0000C	PR Batch 00002.01.2019 Medicare Employer Portion	2,268.77	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00002.01.2019 EE Contribution	10,453.32	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00002.01.2019 ER Contribution	13,016.01	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00002.01.2019 Service Credit Purchase	414.18	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00002.01.2019 Survivor Benefit	54.91	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00222.01.2019 EE Contribution	42.99	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00222.01.2019 ER Contribution	53.86	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00222.01.2019 Survivor Benefit	0.93	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00333.01.2019 EE Contribution	103.15	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00333.01.2019 ER Contribution	112.93	no
0	01/31/2019	610-000-2187-0000C	PR Batch 00333.01.2019 Survivor Benefit	0.93	no
0	01/31/2019	610-000-2185-0000C	PR Batch 00444.01.2019 State Income Tax	520.09	no
0	01/31/2019	610-000-2189-0000C	PR Batch 00444.01.2019 Federal Income Tax	2,364.10	no
0	01/31/2019	610-000-2188-0000C	PR Batch 00444.01.2019 Medicare Employee Portion	342.78	no
0	01/31/2019	610-000-2188-0000C	PR Batch 00444.01.2019 Medicare Employer Portion	342.78	no
0	01/31/2019	610-000-2185-0000C	PR Batch 00911.01.2019 State Income Tax	42.39	no
0	01/31/2019	610-000-2189-0000C	PR Batch 00911.01.2019 Federal Income Tax	373.14	no
0	01/31/2019	610-000-2188-0000C	PR Batch 00911.01.2019 Medicare Employee Portion	153.76	no
0	01/31/2019	610-000-2188-0000C	PR Batch 00911.01.2019 Medicare Employer Portion	153.76	no
0	02/06/2019	610-000-2173-0000C	Feb 19 Premiums	46,155.70	no
0	02/06/2019	001-470-4125-0000C	Feb 19 Premiums-Morelos	866.95	no
0	02/06/2019	001-111-4125-0000C	Feb 19 Admin Fees	108.15	no
0	02/06/2019	630-000-4125-0000C	Feb 19 Admin Fees-Retirees	23.90	no
0	02/06/2019	630-000-4125-0000C	Feb 19 Premiums-Retirees	5,436.00	no
433103	01/31/2019	610-000-2170-0000C	PR Batch 00911.01.2019 Child Support-CA %	2.32	no
433104	01/31/2019	610-000-2184-0000C	PR Batch 00002.01.2019 Misc EE Association Fund	85.00	no
433105	01/31/2019	610-000-2181-0000C	PR Batch 00002.01.2019 CCPOA Dues	350.00	no
433106	01/31/2019	610-000-2178-0000C	Plan#300878	655.78	no
433106	01/31/2019	610-000-2178-0000C	Plan#300878	465.90	no
433106	01/31/2019	610-000-2186-0000C	Plan#306752	137.85	no
433106	01/31/2019	610-000-2186-0000C	Plan#306752	657.43	no
433106	01/31/2019	610-000-2186-0000C	Plan#306752	303.00	no
433106	01/31/2019	610-000-2186-0000C	Plan#306752	1,444.99	no
433106	01/31/2019	610-000-2178-0000C	Plan#300878	1,521.96	no
433106	01/31/2019	610-000-2186-0000C	Plan#306752	136.85	no
433106	01/31/2019	610-000-2186-0000C	Plan#306752	652.57	no
433107	01/31/2019	001-240-4125-0000C	Jan 19 Premiums	105.00	no
433108	01/31/2019	001-240-4407-0000C	Pre-employment screening	40.00	no
433108	01/31/2019	001-480-4407-0000C	Pre-employment screening	40.00	no
433109	01/31/2019	630-111-4409-0000C	Nov 18 Admin Fees	300.00	no
433110	01/31/2019	001-230-4407-0000C	11 Vol FF Annual Exams	2,134.00	no
433111	01/31/2019	001-480-4407-0000C	Pre-employment fingerprinting	22.00	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
433111	01/31/2019	001-240-4407-0000C	Pre-employment fingerprinting	22.00	no
433112	01/31/2019	001-240-4407-0000C	Pre-employment fingerprinting	98.00	no
433113	02/01/2019	413-352-4230-0000C	Alam monitoring WWTP: 02/01/19-04/30/19	306.00	no
433114	02/01/2019	001-480-4220-0000C	Propane 12/14/18-01/14/19 (ACCT # 02-0065442)	10,816.67	no
433114	02/01/2019	001-230-4220-0000C	Commercial fuel for FY19 (ACCT # 02-0009979)	241.87	no
433114	02/01/2019	001-230-4220-0000C	Commercial fuel for FY19- tank rental (ACCT # 02-0009979)	1.07	no
433114	02/01/2019	001-471-4220-0000C	Propane 12/14/18-01/14/19 (ACCT # 02-0065468)	11.00	no
433115	02/01/2019	413-357-4450-0000C	SCADA and instrumentation support	480.00	no
433116	02/01/2019	001-230-4330-0000C	Fuel	37.69	no
433116	02/01/2019	001-240-4330-0000C	Fuel for patrol cars	1,163.34	no
433116	02/01/2019	001-230-4330-0000C	Fuel	40.21	no
433117	02/01/2019	001-470-4390-0000C	Door and hardware for light house bathroom	258.27	no
433117	02/01/2019	413-357-4390-0000C	safety shield, screws	59.58	no
433117	02/01/2019	413-353-4390-0000C	antifreeze, shop towels	30.61	no
433117	02/01/2019	001-470-4390-0000C	cdx 4x8 5 ply, spring snap link	49.17	no
433117	02/01/2019	413-351-4390-0000C	distilled water	19.12	no
433117	02/01/2019	001-480-4340-0000C	muriatic acid	46.39	no
433117	02/01/2019	506-506-4390-0000C	screws nuts bolts	5.97	no
433117	02/01/2019	506-506-4390-0000C	lube garage door, screws nuts bolts	5.72	no
433117	02/01/2019	001-470-4390-0000C	screws nuts bolts	5.56	no
433117	02/01/2019	413-357-4390-0000C	screws	5.27	no
433117	02/01/2019	001-480-4340-0000C	muriatic acid	123.69	no
433117	02/01/2019	413-352-4390-0000C	nitril gloves, trans fluid, spray lube	17.00	no
433117	02/01/2019	413-357-4390-0000C	paint, tape, brushes	190.83	no
433117	02/01/2019	413-352-4390-0000C	flex glue, paint pail liners	33.44	no
433117	02/01/2019	001-480-4390-0000C	lever flush sure fit	5.41	no
433117	02/01/2019	413-352-4390-0000C	stain	38.36	no
433117	02/01/2019	413-357-4390-0000C	spin down filter	116.09	no
433117	02/01/2019	001-470-4390-0000C	ring clst	3.85	no
433117	02/01/2019	001-470-4390-0000C	washer	1.92	no
433117	02/01/2019	413-352-4390-0000C	antifreeze	25.78	no
433117	02/01/2019	001-470-4390-0000C	cleaner	4.29	no
433117	02/01/2019	913-352-4799-3521C	plumbing supplies	23.73	no
433117	02/01/2019	413-352-4390-0000C	flex glue	29.00	no
433117	02/01/2019	001-470-4390-0000C	paint, roller	99.27	no
433117	02/01/2019	001-470-4390-0000C	gloves	30.94	no
433117	02/01/2019	413-352-4390-0000C	flex glue	29.00	no
433117	02/01/2019	001-470-4390-0000C	gloves	75.40	no
433117	02/01/2019	001-471-4390-0000C	door stop	13.86	no
433117	02/01/2019	001-470-4390-0000C	pull utility, screws nuts bolts	6.93	no
433117	02/01/2019	001-364-4390-10025	glue, masonry bit, const adhesive	26.07	no
433117	02/01/2019	001-471-4390-0000C	screws nuts bolts, glue	14.07	no
433117	02/01/2019	413-352-4390-0000C	distilled water	19.17	no
433117	02/01/2019	001-470-4390-0000C	screws nuts bolts, adhs const, epoxy	12.96	no
433117	02/01/2019	001-470-4390-0000C	screws nuts bolts for BFP bathroom	9.93	no
433118	02/01/2019	001-230-4391-0000C	servicing of unit 5111	165.50	no
433119	02/01/2019	001-230-4330-0000C	Fuel: DEC 2018	1,199.62	no
433120	02/01/2019	001-471-4450-0000C	Food prep permit fees	90.00	no
433121	02/01/2019	419-371-4310-0000C	binders & folders	7.87	no
433121	02/01/2019	001-364-4390-10025	binders & folders	7.87	no
433121	02/01/2019	413-352-4310-0000C	binders & folders	7.88	no
433121	02/01/2019	506-506-4390-0000C	wall mount file baskets	55.62	no
433122	02/01/2019	001-470-4450-0000C	Cleaning service: 7 days/wk parks restrooms (12/30/18-1/26/19)	1,540.00	no
433123	02/01/2019	001-240-4391-0000C	new condensor/trans cooler for unit #66	477.79	no
433124	02/01/2019	001-470-4390-0000C	snaphooks	8.39	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
433125	02/01/2019	151-485-4796-1605\	16-CDBG-11136: Food Bank Services: DEC 2018	16,427.88	no
433126	02/01/2019	413-352-4390-0000C	gloves for WWTP	344.00	no
433126	02/01/2019	001-470-4390-0000C	Safety supplies	214.21	no
433126	02/01/2019	001-364-4390-10025	Safety supplies	128.53	no
433126	02/01/2019	413-353-4390-0000C	Safety supplies	42.84	no
433126	02/01/2019	506-506-4390-0000C	Safety supplies	42.84	no
433127	02/01/2019	413-357-4390-0000C	drill bits, retract. tip test lead	85.78	no
433127	02/01/2019	001-364-4350-10023	photo control shorting cap	162.54	no
433128	02/01/2019	001-480-4409-0000C	BIG5: lifejackets for Swim Camp	196.33	no
433129	02/01/2019	419-000-2110-0000C	Refund Check	800.00	no
433130	02/01/2019	913-352-4799-3521C	Spare parts for Sulfite Analyzer	1,192.31	no
433131	02/01/2019	419-000-2110-0000C	Refund Check	37.51	no
433132	02/01/2019	001-230-4391-0000C	New tires for #5181	1,912.59	no
433132	02/01/2019	508-508-4390-0000C	flat repair- street sweeper	52.07	no
433133	02/01/2019	001-240-4409-0000C	FY19 monthly service fee: DEC 2018	50.00	no
433134	02/01/2019	001-480-4390-0000C	remote sensor	105.48	no
433134	02/01/2019	001-480-4390-0000C	low water cut off	210.37	no
433135	02/01/2019	001-470-4370-0000C	Janitorial Supplies- City-Wide	134.99	no
433135	02/01/2019	001-230-4370-0000C	Janitorial supplies	83.23	no
433135	02/01/2019	001-230-4370-0000C	Janitorial supplies	183.27	no
433135	02/01/2019	001-230-4370-0000C	Janitorial supplies	113.48	no
433135	02/01/2019	001-230-4370-0000C	Janitorial supplies	216.12	no
433135	02/01/2019	001-230-4370-0000C	Janitorial Supplies- City-Wide	12.00	no
433135	02/01/2019	001-240-4370-0000C	Janitorial Supplies- City-Wide	11.99	no
433135	02/01/2019	001-471-4370-0000C	Janitorial Supplies- City-Wide	12.00	no
433135	02/01/2019	001-480-4370-0000C	Janitorial Supplies- City-Wide	30.00	no
433135	02/01/2019	412-100-4370-0000C	Janitorial Supplies- City-Wide	12.00	no
433135	02/01/2019	413-352-4370-0000C	Janitorial Supplies- City-Wide	12.00	no
433135	02/01/2019	508-508-4370-0000C	Janitorial Supplies- City-Wide	14.99	no
433135	02/01/2019	001-350-4370-0000C	Janitorial Supplies- City-Wide	34.20	no
433135	02/01/2019	001-111-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433135	02/01/2019	001-113-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433135	02/01/2019	001-114-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433135	02/01/2019	001-120-4370-0000C	Janitorial Supplies- City-Wide	4.80	no
433135	02/01/2019	001-251-4370-0000C	Janitorial Supplies- City-Wide	0.60	no
433135	02/01/2019	001-313-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433135	02/01/2019	413-120-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433135	02/01/2019	419-120-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433135	02/01/2019	420-115-4370-0000C	Janitorial Supplies- City-Wide	1.20	no
433136	02/01/2019	413-357-4320-0000C	uniforms	12.12	no
433136	02/01/2019	508-508-4320-0000C	uniforms	15.38	no
433136	02/01/2019	413-351-4320-0000C	uniforms	16.07	no
433136	02/01/2019	413-352-4320-0000C	uniforms	41.60	no
433137	02/01/2019	001-230-4391-0000C	trico exact fit	21.26	no
433138	02/01/2019	413-352-4470-0000C	External lab tests: sewer	114.00	no
433138	02/01/2019	413-351-4685-0000C	External regulatory lab tests for CCWQL	45.00	no
433139	02/01/2019	001-230-4391-0000C	alternator, core	197.26	no
433139	02/01/2019	508-508-4390-0000C	intake bolts, manifold set #17	142.68	no
433139	02/01/2019	508-508-4390-0000C	fuel hose	2.48	no
433139	02/01/2019	001-230-4391-0000C	wiper motor	67.74	no
433139	02/01/2019	001-230-4391-0000C	CREDIT: core return	-43.00	no
433139	02/01/2019	508-508-4390-0000C	oil filter #72	4.32	no
433139	02/01/2019	001-240-4391-0000C	RETURN: pwr stg pumps	-114.71	no
433139	02/01/2019	508-508-4390-0000C	fuel & oil filters #16	31.06	no
433139	02/01/2019	001-240-4391-0000C	RETURN: AC condenser #70	-107.38	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
433139	02/01/2019	001-240-4391-0000C	RETURN: cor #66	-40.00	no
433140	02/01/2019	001-470-4390-0000C	mower blade & cap screw	53.14	no
433141	02/01/2019	419-000-2110-0000C	Refund Check	174.24	no
433142	02/01/2019	001-240-4380-0000C	Dog food for K9's	42.95	no
433143	02/01/2019	413-356-4390-35022	Replacement battery packs for handheld gas sensors	299.14	no
433143	02/01/2019	413-353-4390-0000C	Replacement battery packs for handheld gas sensors	199.43	no
433144	02/01/2019	413-351-4530-0000C	CWEA Lab Workshop: meals, mileage, pkgng, 2/10-14/19 (ADVANCE)	354.59	no
433145	02/01/2019	413-353-4390-0000C	flex couplings, gripper test plug	92.21	no
433145	02/01/2019	413-357-4390-0000C	RETURN: PVC plumbing parts	-97.99	no
433145	02/01/2019	413-357-4390-0000C	PVC 80 Bushings	25.97	no
433145	02/01/2019	413-357-4390-0000C	PVC plumbing parts	268.83	no
433145	02/01/2019	001-470-4390-0000C	"AF Wall" wall hong closet	129.00	no
433145	02/01/2019	419-371-4390-0000C	galv plumbing parts	203.65	no
433146	02/01/2019	412-100-4390-0000C	washer/dryer repair	80.00	no
433147	02/01/2019	001-110-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	214.01	no
433147	02/01/2019	001-111-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.25	no
433147	02/01/2019	001-113-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	42.80	no
433147	02/01/2019	001-114-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	42.80	no
433147	02/01/2019	001-120-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.25	no
433147	02/01/2019	001-230-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	166.62	no
433147	02/01/2019	001-240-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	513.78	no
433147	02/01/2019	001-251-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.25	no
433147	02/01/2019	001-313-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.25	no
433147	02/01/2019	001-350-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	64.40	no
433147	02/01/2019	001-364-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	1.94	no
433147	02/01/2019	001-470-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	16.36	no
433147	02/01/2019	001-480-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	1.45	no
433147	02/01/2019	412-100-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.30	no
433147	02/01/2019	413-111-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.25	no
433147	02/01/2019	413-120-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.25	no
433147	02/01/2019	413-351-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	10.24	no
433147	02/01/2019	413-352-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	332.46	no
433147	02/01/2019	413-353-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	55.03	no
433147	02/01/2019	419-111-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	14.30	no
433147	02/01/2019	419-120-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	86.76	no
433147	02/01/2019	419-371-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	167.80	no
433147	02/01/2019	420-115-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	42.80	no
433147	02/01/2019	506-506-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	30.27	no
433147	02/01/2019	508-508-4230-0000C	Cell Phone Use: 12/13/18-01/12/19	42.80	no
433148	02/01/2019	413-357-4450-0000C	Perform standard annual service on digester boiler	1,505.20	no
433149	02/01/2019	419-000-2110-0000C	Refund Check	87.30	no
433150	02/01/2019	001-364-4390-10025	12 - various sidewalk closed signs	721.90	no
433151	02/06/2019	610-000-2174-0000C	Feb 19 Premiums	2,507.62	no
433152	02/06/2019	610-000-2177-0000C	Feb 19 Premiums	5,210.88	no
433152	02/06/2019	001-470-4125-0000C	Feb 19 Premiums-Morelos	88.32	no
433153	02/06/2019	610-000-2179-0000C	Feb 19 Premiums	269.50	no
433154	02/06/2019	001-240-4471-0000C	Employment evaluation	825.00	no
433155	02/06/2019	001-470-4125-0000C	2019 Renewal-Morelos	15.00	no
433155	02/06/2019	001-110-4125-0000C	2019 Renewal-Inscore	15.00	no
433155	02/06/2019	001-230-4125-0000C	2019 Renewal-Volunteer Firefighters	510.00	no
433155	02/06/2019	610-000-1510-0000C	2019 Renewal	720.00	no
433156	02/06/2019	610-000-2179-0000C	Feb 19 Premiums	2,217.98	no
433156	02/06/2019	001-470-4125-0000C	Feb 19 Premiums-Morelos	24.41	no
433157	02/06/2019	610-000-2175-0000C	Feb 19 Premiums	1,146.75	no
433157	02/06/2019	001-470-4125-0000C	Feb 19 Premiums-Morelos	20.85	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
433163	02/08/2019	419-371-4390-0000C	respirators	60.29	no
433163	02/08/2019	413-353-4390-0000C	respirators	60.29	no
433163	02/08/2019	413-352-4390-0000C	respirators	60.29	no
433164	02/08/2019	508-508-4390-0000C	batteries for sweeper and truck #4	348.67	no
433165	02/08/2019	413-351-4220-0000C	Propane (ACCT # 02-1010727)	170.97	no
433166	02/08/2019	412-100-4450-0000C	Website booking engine: JAN 2019	150.00	no
433167	02/08/2019	412-100-4230-0000C	Internet Service -02/01/19-02/28/19	134.98	no
433167	02/08/2019	419-371-4230-0000C	broadband for security- 01/26/19-02/25/19	79.99	no
433168	02/08/2019	419-000-2110-0000C	Refund Check	18.05	no
433169	02/08/2019	001-240-4530-0000C	Travel to Santa Rosa: meals, 1/8-9/19 (FULL AMOUNT)	92.30	no
433170	02/08/2019	419-000-2110-0000C	Refund Check	184.43	no
433171	02/08/2019	001-480-4409-0000C	On-site Child Care for Public Meeting on 1/31/19	100.00	no
433172	02/08/2019	001-113-4450-0000C	IT services for Council meetings	50.16	no
433173	02/08/2019	117-364-4450-00FS	Plans for Storm Drain project 10/05-12/31/18 (PEEPLES)	634.85	no
433173	02/08/2019	117-364-4450-00FS	Plans for Storm Drain project: 10/05-12/31/18 (BARNTS, LAUCHSTED	253.98	no
433175	02/08/2019	419-371-4310-0000C	binder- program maint logs	6.18	no
433175	02/08/2019	413-352-4310-0000C	binder- program maint logs	6.18	no
433175	02/08/2019	419-371-4390-0000C	plastic storage clipboard for safety	4.33	no
433175	02/08/2019	413-352-4390-0000C	plastic storage clipboard for safety	4.34	no
433175	02/08/2019	506-506-4390-0000C	plastic storage clipboard for safety	4.34	no
433176	02/08/2019	001-470-4320-0432C	Protective Footwear Reimbursement- FY19	119.99	no
433177	02/08/2019	001-120-4312-0000C	Replacement workstation - Payroll	812.38	no
433177	02/08/2019	412-120-4312-0000C	Replacement workstation - Payroll	13.00	no
433177	02/08/2019	413-120-4312-0000C	Replacement workstation - Payroll	275.00	no
433177	02/08/2019	419-120-4312-0000C	Replacement workstation - Payroll	144.00	no
433178	02/08/2019	419-000-2110-0000C	Refund Check	9.91	no
433179	02/08/2019	506-506-4390-0000C	Supplies	122.09	no
433179	02/08/2019	001-470-4390-0000C	Supplies	87.21	no
433179	02/08/2019	508-508-4390-0000C	Supplies	52.32	no
433179	02/08/2019	419-371-4390-0000C	Supplies	87.20	no
433180	02/08/2019	419-000-2110-0000C	Refund Check	79.61	no
433181	02/08/2019	419-371-4390-0000C	tongue & groove plier	66.56	no
433182	02/08/2019	413-352-4470-0000C	Sample delivery to North Coast Labs	30.00	no
433183	02/08/2019	419-000-2110-0000C	Refund Check	85.63	no
433184	02/08/2019	419-000-2110-0000C	Refund Check	22.77	no
433185	02/08/2019	413-353-4390-0000C	Starters and breakers for Tetrapod LS rehab	698.32	no
433186	02/08/2019	508-508-4390-0000C	Aluminum material for fabrication	298.93	no
433187	02/08/2019	001-113-4450-0000C	Physical document storage: FEB 2019	130.00	no
433188	02/08/2019	001-130-4550-0000C	Electronic research service: JAN 2019	200.00	no
433189	02/08/2019	001-480-4390-0000C	Burner tubes for building heat	419.85	no
433189	02/08/2019	001-480-4390-0000C	Replacement burner tubes for Pool and building heaters	2,503.21	no
433190	02/08/2019	419-000-2110-0000C	Refund Check	60.00	no
433191	02/08/2019	419-000-2110-0000C	Refund Check	76.34	no
433192	02/08/2019	419-000-2110-0000C	Refund Check	25.97	no
433193	02/08/2019	508-508-4320-0000C	uniforms	15.38	no
433194	02/08/2019	001-364-4390-10025	Bronze plaque replacement- Tetrapod	645.00	no
433195	02/08/2019	001-240-4530-0000C	Body Camera Trng: meals, 1/15-8/19 (REMAINDER)	52.80	no
433196	02/08/2019	001-230-4391-0000C	brake rotors, pads #5100	285.96	no
433197	02/08/2019	508-508-4390-0000C	solenoid	266.33	no
433198	02/08/2019	419-000-2110-0000C	Refund Check	85.63	no
433199	02/08/2019	001-480-4377-0000C	Products for pool store	240.38	no
433199	02/08/2019	001-480-4379-0000C	Products for pool store (sales tax paid)	16.42	no
433200	02/08/2019	419-000-2110-0000C	Refund Check	190.06	no
433201	02/08/2019	001-350-4550-0000C	Drinking Water Dist Cert Renewal: Grade D1 Kevin Tupman	120.00	no
433202	02/08/2019	419-000-2110-0000C	Refund Check	33.61	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
433203	02/08/2019	419-000-2110-0000C	Refund Check	14.37	no
433204	02/08/2019	419-371-4390-0000C	galv. fittings	51.40	no
433205	02/08/2019	001-480-4530-0000C	STARFISHAQUATICS: lifeguarding books and certs	689.55	no
433205	02/08/2019	413-351-4530-0000C	CWEA Lab Workshop: registration, R.Thill, 2/10-14/19	545.00	no
433205	02/08/2019	412-100-4230-0000C	DISHNETWORK: monthly cable service 12/25/18-01/24/19	559.68	no
433205	02/08/2019	001-240-4530-0000C	HOLIDAY INN: Body Cam Trng: hotel, J.Owen, 1/15-18/19	606.96	no
433205	02/08/2019	001-240-4530-0000C	HOTEL LA ROSE: Travel to Santa Rosa: hotel J.Cooper, 1/8-9/19	124.26	no
433205	02/08/2019	001-240-4320-0000C	DANNER: Duty boots: Lopez, Pearson, Lo	709.50	no
433205	02/08/2019	508-508-4390-0000C	GIL'S UPHOLSTERY: repair seat in #7	385.42	no
433205	02/08/2019	001-240-4530-0000C	SHELL OIL: Travel to Santa Rosa: gas, J.Cooper, 1/8-9/19	6.50	no
433205	02/08/2019	001-240-4530-0000C	RENNER: Travel to Santa Rosa: gas, J.Cooper, 1/8-9/19	52.53	no
433205	02/08/2019	001-240-4390-0000C	INTOX.COM: 108 liter dry gas tank	216.81	no
433205	02/08/2019	001-240-4530-0000C	POLICE K9 MAG: K9 Conf: reg, A.Lopez, 3/5-8/19	295.00	no
433205	02/08/2019	001-240-4530-0000C	POLICE K9 MAG: K9 Conf: reg, 3/5-8/19, C.Votruba	295.00	no
433205	02/08/2019	001-110-4530-0000C	LEAGUE OF CA: New Mayor/Council Academy: reg, 1/16-18/19, H.Kin	575.00	no
433205	02/08/2019	001-110-4530-0000C	CONTOURE: New Council Academy: airfare, I.Wright	168.00	no
433205	02/08/2019	001-110-4530-0000C	LEAGUE OF CA: New Council Academy: reg, I.Wright	575.00	no
433205	02/08/2019	001-110-4530-0000C	CONTOURE: New Mayor/Council Academy: airfare, 1/16-18/19, H.Kim	168.00	no
433205	02/08/2019	508-508-4530-0000C	ACT CA FIRE: CA Fire Mech Academy: reg, 3/31-4/6/19, J.Borges	550.00	no
433205	02/08/2019	001-240-4530-0000C	Basic Crisis Course: reg, 2/3-9/19, C.Votruba	674.00	no
433205	02/08/2019	413-351-4390-0000C	NOVATECH: heater element for DI	717.72	no
433205	02/08/2019	001-313-4530-0000C	CITY CLERK ASSOC: Clerk Trng: reg, 2/13-16/19, H.Welton	160.00	no
433205	02/08/2019	001-240-4550-0000C	APWA: Refund- law enforcement ICS	-25.48	no
433205	02/08/2019	152-485-4240-1721a	MAILROOM: postage- C St storm drain project	34.50	no
433205	02/08/2019	001-113-4530-0000C	CITY CLERK ASSOC: Clerk Trng: reg, 2/13-16/19, H.Welton	40.00	no
433205	02/08/2019	413-000-2122-0000C	(TAX) NOVATECH: heater element for DI	-47.67	no
433205	02/08/2019	001-240-4530-0000C	POLICE RECO: Refund- E. Wilson training cancelled	-385.00	no
433205	02/08/2019	001-313-4240-0000C	USPS: postage	13.90	no
433205	02/08/2019	001-350-4240-0000C	MAILROOM: postage	7.14	no
433205	02/08/2019	001-230-4391-0000C	NPI: tablet holder	103.05	no
433205	02/08/2019	001-480-4390-0000C	SUSTAINABLESUPPLY: seat diaphragm- air valve	45.72	no
433205	02/08/2019	001-000-2122-0000C	(TAX) NPI: tablet holder	-6.15	no
433205	02/08/2019	001-230-4240-0000C	MAILROOM: postage	3.18	no
433205	02/08/2019	001-000-2122-0000C	(TAX) SUSTAINABLESUPPLY: seat diaphragm- air valve	-2.26	no
433205	02/08/2019	001-230-4530-0000C	AMAZON: flashdrives	98.52	no
433205	02/08/2019	001-000-2122-0000C	(TAX) AMAZON: flashdrives	-6.87	no
433205	02/08/2019	001-230-4390-0000C	HOME DEPOT: batteries	89.09	no
433205	02/08/2019	506-506-4390-0000C	EMS SAFETY: Bloodborne pathogen training supplies	26.33	no
433205	02/08/2019	001-230-4390-0000C	HOME DEPOT: tough tote, gas can, hose nozzle	60.08	no
433205	02/08/2019	413-352-4390-0000C	EMS SAFETY: Bloodborne pathogen training supplies	26.34	no
433205	02/08/2019	419-371-4390-0000C	EMS SAFETY: Bloodborne pathogen training supplies	26.34	no
433205	02/08/2019	413-352-4240-0000C	MAILROOM: Postage- ATI	4.58	no
433205	02/08/2019	001-480-4409-0000C	OTC BRANDS: ribbons for swim camp	50.89	no
433205	02/08/2019	001-480-4320-0000C	CROCS INC: footwear	90.27	no
433205	02/08/2019	001-480-4390-0000C	HOME DEPOT: gloves, cleaners	75.58	no
433205	02/08/2019	001-480-4370-0000C	MSC: Scotch-Brite hand pads	38.70	no
433205	02/08/2019	001-480-4390-0000C	GROCERY OUTLET: grocery bag charge	0.15	no
433205	02/08/2019	001-480-4376-0000C	SAFEGWAY ETC: taxable food for pool store	69.73	no
433205	02/08/2019	001-480-4378-0000C	SAFEGWAY ETC: non-taxable food for pool store	96.62	no
433205	02/08/2019	001-480-4379-0000C	SAFEGWAY ETC: tax paid on items for pool store	5.24	no
433206	02/08/2019	001-000-1510-0000C	reset postage	2,000.00	no
433207	02/08/2019	419-000-2110-0000C	Refund Check	10.94	no
433208	02/08/2019	001-313-4530-0000C	Clerk Training: mileage, meals, 2/13-16/19 (ADVANCE)	239.50	no
433208	02/08/2019	001-113-4530-0000C	Clerk Training: mileage, meals, 2/13-16/19 (ADVANCE)	59.87	no
433209	02/08/2019	419-000-2110-0000C	Refund Check	103.03	no

Check Num	Check Da	Account	Description	Amount	Selected for Vo
433210	02/08/2019	419-000-2110-0000C	Refund Check	104.55	no
433211	02/08/2019	419-000-2110-0000C	Refund Check	104.55	no
				<u>196,635.16</u>	

Accounts Payable

1-26-19 to 2-8-19 Housing

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Check Number	Check Date	Account	Description	Amount	Selected for Void
433135	02/01/2019	110-490-4370-00000	Janitorial Supplies- City-Wide	12.00	no
433147	02/01/2019	110-490-4230-00000	Cell Phone Use: 12/13/18-01/12/19	42.80	no
433177	02/08/2019	110-120-4312-00000	Replacement workstation - Payroll	65.00	no
433205	02/08/2019	110-490-4310-00000	VISTAPRINT: business cards	43.50	no
				<hr/> <hr/>	
				163.30	
				<hr/> <hr/>	

Accounts Payable

1-26-19 to 2-8-19 Successor



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CR

Account	Description	Amount	Check Num	Check Dat	Selected for Void
991-000-2390-00000	Pass through final liq dmg pymt from Oceanfront	208,215.12	433174	02/08/2019	no
		<u>208,215.12</u>			

CITY OF CRESCENT CITY
 BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE
 PAYROLL PAID DATE
 CHECK NUMBERS

February 2, 2019
 February 8, 2019
 CKS # 109662-109674



	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	2,109.84		2,109.84	5	
Dept #111 Admin/City Manager	10,573.06	139.70	10,712.76	3	
Dept #114 Human Resources	2,026.21		2,026.21	1	
Dept #120 Finance/Utility Billing	14,614.30	75.79	14,690.09	6	
Dept #230 Fire Department	7,207.72		7,207.72	3 + 2 part-time	
Dept #240 Police Department	31,578.04	7,127.14	38,705.18	14	
Dept #313 Planning			4,802.50	2	
Dept #350 Public Works-All Depts	62,503.58	388.28	62,891.86	26+ 3 Part-time	
Dept #360 Bldg Maint & Equipment					Merged with Dept 350
Dept #480 Swimming Pool Fund	11,035.22	29.81	11,065.03	2+21 Part-time	
Dept #490 Housing Authority	7,752.57		7,752.57	3 + 1 Part-time	
TOTALS	149,400.54	7,760.72	161,963.76	65 + 28 Part-time	

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.

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL
FROM: ERIC WIER, CITY MANAGER
BY: LINDA LEAVER, FINANCE DIRECTOR *LL*
DATE: FEBRUARY 19, 2019
SUBJECT: BUDGET-TO-ACTUAL FINANCIAL REPORT FOR JANUARY 2019

RECOMMENDATION

- Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of January 2019

BACKGROUND

In order to provide timely information to the City Council and to the public, the City's Finance Department has prepared the attached monthly budget-to-actual report. This report provides a summary overview as of January 31, 2019 of the year-to-date revenues and expenses of the City's major operating funds: General Fund, Housing Authority Fund, Shoreline RV Park Fund, Sewer Fund and Water Fund.

ITEM ANALYSIS

As of January 31, 2019, we are 58% of the way through the fiscal year, with 42% of the year remaining. If revenues were received and expenditures made evenly throughout the year, there would be 42% of each budget line remaining. However, revenues and expenditures are not even throughout the year for many reasons. Many revenues are not received evenly throughout the year (particularly tax revenues and grant reimbursements), many routine expenses are not recorded until the invoice is received in the following month, and budgets may include large projects that have not yet been completed.

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

- **General Fund**

General Fund revenues show that 46% of the budgeted amount is yet to be received. This is dependent on the timing of when certain revenues are received. For example, most taxes, third party billings, and grant reimbursements are received quarterly. In addition, certain

grant revenues for FY18 projects were not received in time to be considered FY18 revenues and are now reported as additional FY19 revenues. As a comparison, at the same time last year, 43% of the budgeted revenues were yet to be received. General Fund actual expenditures show that 53% of the budgeted amount is yet to be expended.

- **Housing Authority Fund**

The Housing Authority is funded by monthly disbursements from the federal government. At this point, actual revenues show 43% remaining to be collected and actual expenditures have remaining amounts of 44%.

- **Shoreline RV Park Fund**

Revenues collected by the Shoreline Recreational Vehicle Park (RV Park) show 35% remaining to be collected. RV Park revenues are highly seasonal, and most rental revenues are received in the summer months. Actual expenses in the RV Park show 53% of the budget left to be expended.

- **Sewer Fund**

The Sewer Fund earns revenue primarily from charges to the users of its services. Actual revenues show 39% of the total revenue budget remaining to be collected. Operational expenses (not including debt service or capital improvements) show 60% of the budget remaining to be expended.

- **Water Fund**

The Water Fund earns revenue primarily from charges for service. Actual revenues show 32% of the budget remaining to be collected and 53% of budgeted operational expenses (not including debt service or capital improvements) remaining to be expended.

- **Summary**

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

	Budget	Actual	Remaining \$	Remaining %
General Fund				
Revenue	5,593,921	3,037,493	2,556,428	46%
Expense	6,062,440	2,845,579	3,216,861	53%
Net	(468,519)	191,913		
Housing Fund				
Revenue	3,546,487	2,012,780	1,533,707	43%
Expense	3,545,209	1,980,961	1,564,248	44%
Net	1,278	31,819		
RV Park Fund				
Revenue	366,000	238,325	127,675	35%
Expense	294,664	137,340	157,324	53%
Repayment to General Fund	235,099	-	235,099	100%
Net	(163,763)	100,984		
Sewer Fund				
Revenue	4,730,817	2,882,978	1,847,839	39%
Operating Expense	3,523,013	1,423,586	2,099,427	60%
Debt Service	1,400,000	1,400,000	-	0%
Transfer to CIP	376,800	7,550	369,250	98%
Net	(568,996)	51,842		
Water Fund				
Revenue	2,632,165	1,789,425	842,740	32%
Operating Expense	2,051,575	960,716	1,090,859	53%
Debt Service	350,000	175,000	175,000	50%
Transfer to CIP	730,000	1,406	728,594	100%
Net	(499,410)	652,303		

After the mid-point of each fiscal year, City staff reviews all budgeted revenues and expenses and begins preparing the mid-year budget proposal. This process is currently underway and is anticipated to be brought to the Council in March.

- **Long-term Liabilities**

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

Liability	Fund	Balance
Net Pension Liability	Multiple	10,325,662
Compensated Absences	Multiple	297,410
SRF Loan	Sewer	37,053,253
SRF Loan	Water	1,750,000

FISCAL ANALYSIS

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

STRATEGIC PLAN ASSESSMENT

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

ATTACHMENTS

1. Monthly budget-to-actual report for January 2019

Staff review:



CM

City of Crescent City
FY 2018-19 General Fund Operating Report
As of January 31, 2019

% of Year Remaining: **42%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Non-Departmental Revenue								
Tax Revenue	1	3,735,316	1,823,669	1,911,647	51%	-	1,911,647	51%
Licenses & Permits	1	276,165	230,645	45,520	16%	-	45,520	16%
Interest Income	1	19,789	11,365	8,424	43%	-	8,424	43%
Lease-Rental Income		27,907	18,914	8,993	32%	-	8,993	32%
Other Revenue		11,150	2,790	8,360	75%	-	8,360	75%
Departmental Revenue								
City Council	2	86,496	33,475	53,021	61%	-	53,021	61%
City Manager		31,000	31,000	-	-	-	-	0%
City Clerk	2	101,867	55,084	46,783	46%	-	46,783	46%
Human Resources		1,000	-	1,000	100%	-	1,000	100%
Fire	1, 5	523,002	208,623	314,379	60%	-	314,379	60%
Police	1	189,321	91,638	97,683	52%	-	97,683	52%
Building & Code Enforcement	3	136,045	79,392	56,653	42%	-	56,653	42%
Planning	4	2,950	2,515	435	15%	-	435	15%
PW Admin		6,613	1,002	5,611	85%	-	5,611	85%
Streets	5	168,500	289,268	(120,768)	-72%	-	(120,768)	-72%
Parks	4	4,000	1,020	2,980	75%	-	2,980	75%
Cultural Center	4	15,000	6,620	8,380	56%	-	8,380	56%
Swimming Pool		257,800	150,473	107,327	42%	-	107,327	42%
General Fund Revenue Total		5,593,921	3,037,493	2,556,428	46%	-	2,556,428	46%
Non-Departmental Expenditures								
City Council	6	152,709	61,487	91,222	60%	91,865	(643)	0%
Administration		92,979	29,515	63,464	68%	572	62,892	68%
Community Support	7	113,439	79,367	34,072	30%	18,350	15,722	14%
City Clerk		155,687	81,205	74,482	48%	6,309	68,172	44%
Human Resources		58,770	30,458	28,312	48%	1,333	26,979	46%
Finance		231,201	116,828	114,373	49%	7,557	106,816	46%
City Attorney	8	66,130	29,772	36,358	55%	1,200	35,158	53%
Fire		828,663	362,098	466,565	56%	52,314	414,251	50%
Police		2,046,040	1,032,467	1,013,573	50%	100,309	913,263	45%
Building & Code Enforcement		157,009	56,582	100,427	64%	1,520	98,907	63%
Planning	9	149,541	84,440	65,101	44%	897	64,204	43%
Public Works - Admin	10	184,171	81,626	102,545	56%	2,396	100,149	54%
Public Works - Streets		550,125	240,807	309,318	56%	81,495	227,823	41%
Public Works - Parks		362,044	154,674	207,370	57%	19,935	187,435	52%
Cultural Center	11	113,019	22,643	90,376	80%	14,200	76,176	67%
Swimming Pool		668,197	328,942	339,255	51%	84,340	254,915	38%
General Fund Expenditure Total		6,062,440	2,845,579	3,216,861	53%	487,306	2,729,555	45%
NET OPERATING RESULTS		(468,519)	191,913					

GENERAL FUND NOTES:

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

Beachfront Park CIP
As of January 31, 2019

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

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

**Code Enforcement Abatement Program
Inception through January 31, 2019**

	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19 as of 12/31/18
Beginning Balance	-	68,962	(3,694)	(8,166)	12,314	(16,821)	70,569
1 Revenues	94,000	42,361	56,191	59,404	4,645	150,555	19,307
2 Expenses	(25,038)	(115,017)	(60,663)	(38,924)	(33,780)	(63,165)	(9,368)
Ending Balance	68,962	(3,694)	(8,166)	12,314	(16,821)	70,569	80,508

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

City of Crescent City
FY 2018-19 Housing Fund Operating Report
As of January 31, 2019

% of Year Remaining: **42%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	140	31	109	78%	-	109	78%
Recovery-Admin Fee 50%	2	12,600	6,065	6,535	52%	-	6,535	52%
Recovery-HAP 50%	2	12,600	6,065	6,535	52%	-	6,535	52%
HUD Admin Revenue		425,147	268,155	156,992	37%	-	156,992	37%
HUD Housing Assistance		3,094,000	1,731,815	1,362,185	44%	-	1,362,185	44%
Other PHA Housing Assistance		-	217	(217)	-	-	(217)	-
HAP Owner Reimbursement	3	-	432	(432)	-	-	(432)	-
Port In - HAP	3	-	-	-	-	-	-	-
Port In - Admin	3	-	-	-	-	-	-	-
Other Revenue		2,000	-	2,000	-	-	2,000	100%
Revenue Total		3,546,487	2,012,780	1,533,707	43%	-	1,533,707	43%
Expense								
Housing Assistance Payments		3,094,000	1,750,998	1,343,002	43%	-	1,343,002	43%
Port In - HAP		-	-	-	-	-	-	-
Personnel								
Housing		351,701	175,903	175,798	50%	-	175,798	50%
Admin / HR		8,579	4,478	4,101	48%	-	4,101	48%
Finance		15,600	8,017	7,583	49%	-	7,583	49%
City Attorney	4	500	-	500	100%	-	500	100%
Utilities and telephone		8,061	4,270	3,791	47%	2,090	1,700	21%
Materials and supplies		23,163	10,661	12,502	54%	6,253	6,249	27%
Contracts and services	5	24,178	19,142	5,036	21%	1,408	3,629	15%
Employee Support		6,700	1,466	5,234	78%	3,260	1,974	29%
Interest remitted to HUD	6	140	-	140	100%	-	140	100%
ISF Allocations		12,587	6,025	6,562	52%	-	6,562	52%
Expense Total		3,545,209	1,980,961	1,564,248	44%	13,011	1,551,238	44%
NET OPERATING RESULTS			1,278	31,819				

NOTES:

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

City of Crescent City
FY 2018-19 RV Park Fund Operating Report
As of January 31, 2019

% of Year Remaining: 42%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	1,000	1,502	(502)	-50%	-	(502)	-50%
Misc sales		5,000	2,045	2,955	59%	-	2,955	59%
Rental revenue non-TOT	2	90,000	48,928	41,072	46%	-	41,072	46%
Rental revenue - subject to TOT	2	270,000	185,850	84,150	31%	-	84,150	31%
Other revenue		-	-	-	-	-	-	-
Revenue Total		366,000	238,325	127,675	35%	-	127,675	35%
Expense								
Personnel								
RV Park		61,123	31,474	29,649	49%	-	29,649	49%
Admin / HR		11,888	5,934	5,954	50%	-	5,954	50%
Finance		11,462	5,850	5,612	49%	-	5,612	49%
Utilities and telephone		99,185	47,362	51,823	52%	34,759	17,064	17%
Materials and supplies		22,595	1,115	21,480	95%	483	20,997	93%
Contracts and services		40,285	17,745	22,540	56%	8,684	13,856	34%
Other operating uses		500	973	(473)	-95%	-	(473)	-95%
ISF Allocations		47,626	26,888	20,738	44%	-	20,738	44%
Expense Total		294,664	137,340	157,324	53%	43,926	113,398	38%
Debt Service	3	235,099	-	-	-	-	-	-
Total Expenditures		529,763	137,340					
NET OPERATING RESULTS		(163,763)	100,984					

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

NOTES:

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

City of Crescent City
FY 2018-19 Sewer Fund Operating Report
As of January 31, 2019

% of Year Remaining: **42%**

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	31,191	27,015	4,176	13%	-	4,176	13%
Other Income		15,431	19,716	(4,285)	-28%	-	(4,285)	-28%
Charges for services		4,415,729	2,654,812	1,760,917	40%	-	1,760,917	40%
Sewer connections	2	38,728	116,105	(77,377)	-200%	-	(77,377)	-200%
Sewer lab	3	120,347	54,275	66,072	55%	-	66,072	55%
County collection systems	4	104,278	11,056	93,222	89%	-	93,222	89%
Grant revenue		5,113	-	5,113	100%	-	5,112	100%
Revenue Total		4,730,817	2,882,978	1,847,839	39%	-	1,847,838	39%
Expense								
Admin / HR		130,060	61,019	69,041	53%	691	68,351	53%
Finance		326,407	159,486	166,921	51%	15,744	151,177	46%
City attorney	5	26,685	7,763	18,922	71%	-	18,922	71%
Sewer lab		408,162	197,739	210,423	52%	33,435	176,988	43%
WWTP operations		1,464,509	628,658	835,851	57%	251,968	583,883	40%
City collection systems		281,833	127,187	154,646	55%	11,855	142,791	51%
County collection systems		104,277	36,600	67,677	65%	3,804	63,874	61%
WWTP major maintenance		781,080	205,134	575,946	74%	33,037	542,908	70%
Operating Expense Total		3,523,013	1,423,586	2,099,427	60%	350,534	1,748,894	50%
Debt service	6	1,400,000	1,400,000					
Transfers to CIP fund		376,800	7,550					
Total		5,299,813	2,831,136					
Net		(568,996)	51,842					

NOTES:

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

City of Crescent City
FY 2018-19 Water Fund Operating Report
As of January 31, 2019

% of Year Remaining: 42%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	12,403	12,601	(198)	-2%	-	(198)	-2%
Rental revenue		19,869	14,191	5,678	29%	-	5,678	29%
Other revenue	2	15,080	-	15,080	100%	-	15,080	100%
Charges for services		2,528,000	1,701,245	826,755	33%	-	826,755	33%
Water connections	3	48,400	59,517	(11,117)	-23%	-	(11,117)	-23%
Water CSD admin revenue		3,300	1,872	1,429	43%	-	1,429	43%
Grant revenue		5,113	-	5,113	100%	-	5,113	100%
Revenue Total		2,632,165	1,789,425	842,740	32%	-	842,740	32%
Expense								
Admin / HR		134,231	63,589	70,642	53%	691	69,951	52%
Finance		323,722	165,346	158,376	49%	11,581	146,795	45%
City attorney	4	16,685	5,159	11,526	69%	-	11,526	69%
Water operations		1,542,738	706,481	836,257	54%	179,775	656,483	43%
Water CSD		34,199	20,141	14,058	41%	-	14,058	41%
Expense Total		2,051,575	960,716	1,090,859	53%	192,046	898,813	44%
Debt service	5	350,000	175,000					
Transfers to CIP fund		730,000	1,406					
Total Expenditures		3,131,575	1,137,122					
Net Operating Results		(499,410)	652,303					

NOTES:

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



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL
FROM: ERIC WIER, CITY MANAGER *EW*
DATE: FEBRUARY 19, 2019
SUBJECT: SISTER CITY DISPLAY - AGREEMENT

RECOMMENDATION

- Authorize the City Manager to sign the License Agreement for the display of the “Sister City” materials between the Border Coast Regional Airport Authority, the City of Crescent City, and the County of Del Norte.

BACKGROUND / ANALYSIS

The City of Crescent City (City), County of Del Norte (County), and Border Coast Regional Airport Authority (BCRAA), through established 2x2 committees and staff, have discussed and developed a draft agreement (attached) to place a display representing our Sister City relationship with Rikuzentakata, Japan in designated areas in the newly constructed airport terminal.

The current proposal is for a donated cabinet constructed of wood and glass/plexi-glass to be situated in the north end of the terminal in allocation that allows for the display of Sister City related memorabilia and items of interest for the viewing of visitors and passengers utilizing the new terminal.

The proposed agreement authorizes the City and County’s use of the space in the new terminal and outlines the roles, responsibilities, and liabilities between BCRAA and the joint venture of the City and County. It also stipulates the City and County will have a future agreement prior to the utilization of the license agreement regarding the responsibilities (ownership, maintenance, and liability) of the proposed display.

FISCAL ANALYSIS

No direct cost at this time. Staff will bring back a future agreement between the City and County regarding maintenance and ownership responsibilities. This agreement will include the obligation of potential costs associated with the City and County staff time and materials in the event the display is damaged or requires maintenance.

ATTACHMENTS

1. BCRAA Agreement

7

License Agreement for Display of "Sister City" Materials Between the Border Coast Regional Airport Authority and the County of Del Norte and the City of Crescent City

This license is entered into between the Border Coast Regional Airport Authority, hereinafter referred to as BCRAA, and the City of Crescent City and County of Del Norte, hereinafter referred to as DNC and CCC.

1. BCRAA manages the airport known as Jack McNamara Field, located at Dale Rupert Road in Crescent City, California.
2. BCRAA anticipates vacant, blank, and unused space in the public areas of the new terminal being constructed at Jack McNamara Field, which is expected to be completed in early 2019. In such vacant, blank, and unused space, as designated in the sole discretion of the Airport Director, DNC and CCC are hereby either together or severally depending on agreement of DNC and CCC granted a license for the placement for the display of art and other materials related to the Sister City relationship with Rikuzentakata, Japan.
3. The items displayed by DNC and CCC pursuant to this license shall not unduly obstruct movement through or within the public terminal where such materials are displayed. Such items shall not create a hazard to the health or wellbeing of any person nor pose any risk of physical injury in any way, including, but not limited to weight, texture, placement, or the use of hazardous materials.
4. When changing, replacing, or repairing any display, DNC and CCC shall give at least 24 hours' notice to the Airport Director and shall conduct such activities in compliance with reasonable directions of the Airport Director.
5. DNC and CCC shall make no alterations, additions, or improvements in, to, or about the premises without the prior written approval of the Airport Director.
6. DNC and CCC shall conduct no activity on the premises which will increase either the risk to or liability of BCRAA.
7. DNC and CCC shall not permanently discontinue its displays without first giving ten (10) days' written notice to the Airport Director.
8. This license is non-assignable.
9. The Airport Director shall have the right to request DNC and CCC to remove and store all or part of the display for purposes of inspecting and maintaining the building. Except in an emergency, the Airport Director shall give 72 hours' notice to DNC and CCC before such removal or storage.
10. The premises are under the control of the Airport Director and DNC and CCC shall abide by reasonable rules and regulations communicated in writing to DNC and CCC by such officer.
11. BCRAA shall have the right to revoke this license with thirty (30) days' notice to CCC and DNC. Either DNC or CCC may cease participation in the display/ license agreement with ten (10) days' notice as described in paragraph 7 and as further agreed to by CCC and DNC.

12. In accordance with Government Code 895-895.8, each Party shall hold harmless, and indemnify the other Parties and their elected and appointed officials, councils, boards, commissions, directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct of the Party. Indemnification shall include all costs, attorneys' fees, expenses, and liabilities incurred in defense of such claim. No Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. In the event that the Parties are held to be negligently or willfully responsible, each will bear their proportionate share of liability as determined in any such proceeding and each side will bear its own costs and attorney's fees.

Notwithstanding the above paragraph, CCC and DNC assume the risk of damage to the displayed items and agree that BCRAA will not be liable for theft, unintentional damage or wear and tear of the displayed items.

13. DNC and CCC agree not to use or permit the use of the premises in any illegal manner, not to conduct any business in violation of federal, state, or county laws, rules or regulations, or in such manner as to interfere with use of the general premises by BCRAA or other occupants or to create a nuisance thereon.

14. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by First Class Mail, which shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party to be served as follows:

If to BCRAA: Border Coast Regional Airport Authority
Randy Hooper, Airport Director
150 Dale Rupert Road
Crescent City, CA 95531

If to DNC and CCC: County of Del Norte
Jay Sarina, County Administrative Officer
981 H Street, Suite 210
Crescent City, CA 95531

City of Crescent City
Eric Wier, City Manager
377 J Street
Crescent City, CA 95531

15. CCC and DNC agree to enter into an agreement with each other prior to utilizing this license regarding the rights and responsibilities of each entity in regard to the displays and this license.


16. If any action at law or in equity is brought to enforce provisions of this agreement by reason of the alleged failure of the other to perform or keep any provision or this agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by the entity) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

17. Any amendments to this license agreement shall be in writing.

18. It is the intention of the parties hereto that this agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth by their signatures.

Border Coast Regional Airport Authority:



Randy Hooper, Airport Director 2/7/2019
Date

Del Norte County:



Jay Sarina, County Administrative Officer 2/12/19
Date

City of Crescent City:

Eric Wier, City Manager Date

Approved As To Form

Del Norte County Counsel



CITY OF CRESCENT CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE COUNCIL
FROM: ERIC WIER, CITY MANAGER *EW*
BY: MEGAN MILLER, HOUSING DIRECTOR *mm*
DATE: FEBRUARY 19, 2019
SUBJECT: APPLICATION OF CHARLOTTE DALLARA-BARTLEY FOR THE HOUSING ADVISORY COMMISSION

RECOMMENDATION

Staff and Commissioners recommend that the City Council consider and approve Charlotte Dallara-Bartley's application for the vacant position on the Housing Advisory Commission.

BACKGROUND

The Housing Advisory Commission is a 7-member panel, comprised of 3 participant Commissioners and 4 community resident Commissioners. The HAC serves on a volunteer basis, working with CCHA staff when program changes are being considered, and making recommendations to the Board of Directors when program changes are being proposed. The HAC plays an important role in the development of the agency's 5-Year and Annual Plan, reviews Payment Standard and Utility Allowance updates, and provides input on any Administrative Plan revisions being proposed. On average, the HAC meets on a quarterly basis.

A vacancy was created on the HAC when Commissioner Debbie Williams moved out of the area 18 months ago. Since that time, we advertised the open Commissioner position in the paper, but initially no applications were submitted. We contacted various industry-related colleagues, seeking their help to spread the word about the vacancy within their own professional networks, and ultimately that is how Charlotte Dallara-Bartley learned about the opening. I was introduced to Charlotte while we were both working at the Point in Time Count on January 23, and during that time we had the opportunity to discuss the HAC and the role of its Commissioners. Later that week, Charlotte submitted her application. I invited her to attend the February 1 HAC meeting to observe the process and meet the other Commissioners. The Commissioners were in unanimous agreement that a recommendation be made to the Board for the appointment of Charlotte to the Commission.

With her closely related background, Charlotte's input will be of considerable value to us, and we are fortunate to have her as an applicant for the Housing Advisory Commission.



**CITY OF CRESCENT CITY
HOUSING AUTHORITY**

235 H Street
Crescent City, CA 95531

Mayor Blake Inscore Council Member Alex Fallman	Mayor Pro Tem Heidi Kime Council Member Jason Greenough Council Member Darrin Short
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**APPLICATION FOR APPOINTMENT
for the
CITY HOUSING AUTHORITY COMMISSION VACANCY**

THIS DOCUMENT IS PUBLIC INFORMATION

1. Name of applicant: Charlotte Dallara-Bartley
2. Address: 2061 Holben Rd., Crescent City
3. Home telephone number: 707-954-4260
- Telephone number where you may be reached during business hours, 8:00 a.m. to 5:00 p.m. 707-464-3191 ext. 2658
4. Would you be available for meetings in the daytime X, evenings _____, Weekends X?
5. Are you a City employee? Yes _____ No X
6. Are you a Housing Authority tenant? Yes _____ No X
7. Brief resume: I am employed by County of Del Norte, Department of Health and Human Services, Public Assistance/ Employment & Training Branch as an Integrated Caseworker. I have a wide range of duties including managing the Cal-Learn caseload, which is a public assistance program for pregnant/parenting teens. Additionally I am a member of the SARB (School Attendance Review Board) representing DHHS and meet on a biweekly basis. I also train and mentor new employees within my branch.

SUPPLEMENTAL QUESTIONNAIRE

PLEASE ANSWER THE FOLLOWING QUESTIONS. A RESUME OR OTHER RELATED INFORMATION MAY BE ATTACHED.

A. Please state your reason for wanting to serve on the Housing Authority Commission.

The vacancy was brought to my attention by a friend and former colleague. After some consideration I felt my experience with the population I serve may be beneficial, in addition to expanding my knowledge on the Housing Authority and how I could better assist my program participants relating to housing.

B. Please list those issues that you believe are important to the City's future.
Availability to community resources, affordable housing, and strong partnerships and communication among community partners among Del Norte County.

C. What is your experience on other agency or organization Boards and/or Commissions?

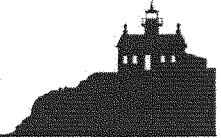
I currently am a member of SARB representing my agency (DHHS). I also attend monthly FAN (Family Assistance Network) meetings at the Family Resource Center.

D. Other information that you believe is important in a review of this application.



City of Crescent City
Where the Redwoods Meet the Sea

377 J Street, Crescent City, CA 95531 • 707.464.7483 • Fax 707.465.4405 • www.crescentcity.org



February 20, 2019

Ms. Florence Bernal
Deputy Appointments Secretary
Office of the Governor
State Capitol, California 95814

RE: California Coastal Commission appointment

Dear Ms. Bernal,

We are writing to express our support for Crescent City Mayor Blake Inscore in his application to serve on the California Coastal Commission. We understand that you have a competitive pool of nominated candidates to select from. We believe that Mayor Inscore is the best fit for this important appointment.

We respect Mayor Inscore's dedication and commitment to listening to all sides of an issue and making informed decisions.

There are fierce pressures on the environment, particularly along the coast. Mayor Inscore is a person who will respect the desires of coastal communities to develop, while at the same time even-handedly enforce the laws that protect the coastal environment and coastal access for all Californians. The City of Crescent City is a coastal community dominated by working families of diverse backgrounds. He has a long history of working for local community organizations that recognize the influence of environment on the health and wellbeing of such communities.

We know that the Coastal Commission is a demanding and sometimes contentious place; we are confident that Mayor Inscore would serve as ably there as he does on our local City Council.

Thank you for your consideration.

Sincerely,

Heidi Kime
Mayor Pro Tem

Alex Fallman
Council Member

Jason Greenough
Council Member

Isaiah Wright
Council Member

9



RECEIVED

FEB 01 2019

Office of the Governor
County of Del Norte

OFFICE OF THE GOVERNOR

January 30, 2019

Ms. Kylie Goughnour
Clerk of the Board, Del Norte County
981 H Street, Suite 200
Crescent City, California 95531

Dear Ms. Goughnour:

Pursuant to Section 30301.2 of the Public Resources Code, we are requesting the county and city selection committees of Del Norte, Humboldt and Mendocino counties to nominate at least one board supervisor and at least one city council member for appointment to the California Coastal Commission for the seat requiring a representative from the North Coast Region.

Please submit your list of nominees from Humboldt's county and city select committee to Ms. Florence Bernal, Deputy Appointments Secretary, Office of the Governor, State Capitol, California 95814 within 45 days of receipt of this request.

Candidates for consideration should be officials committed to and knowledgeable about coastal preservation and conservation.

If you have any questions concerning the nomination or selection process, please do not hesitate to call me at (916) 445-4541.

Sincerely,

A handwritten signature in black ink that reads "Mona Pasquil Rogers".

Mona Pasquil Rogers
Appointments Secretary

cc: Florence Bernal, Deputy Appointments Secretary



CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: LINDA LEAVER, DIRECTOR OF FINANCE *LL*

DATE: FEBRUARY 19, 2019

SUBJECT: PUBLIC HEARING TO AMEND 16-CDBG-11136 CONTRACT FOR MICROENTERPRISE PROGRAM

RECOMMENDATION

- Open public hearing
- Receive staff report
- Take public comment
- Close public hearing
- Adopt Resolution 2019-07, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE REALLOCATION OF FUNDING UNDER AGREEMENT #16-CDBG-11136 WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BACKGROUND

The Community Development Block Grant (CDBG) is a federal grant administered through the State's Department of Housing and Community Development (HCD). The purpose of the program is to provide assistance to low-income individuals and households through a number of avenues, including housing, public services, public infrastructure, and economic development activities. Crescent City has an open grant of \$707,500 (grant #16-CDBG-11136) to fund several activities, including \$100,000 for Microenterprise Technical Assistance. This program provides technical business assistance to business owners or pre-ventures who meet certain requirements (must be low or moderate income, existing business must be located within City limits or pre-venture must be for a resident who lives within City limits, business must have five or fewer employees including the owner). According to CDBG guidelines, microenterprise programs aim to alleviate poverty and encourage economic development.

The City awarded a contract to Morrison & Company on October 2, 2017 to operate this program, with a not-to-exceed amount of \$90,000. Under this contract, Morrison & Company works with a small number of microenterprises to provide in-depth analysis of their current business operations, develop a work plan to identify business needs, and provide appropriate technical assistance to

meet those needs. For example, Morrison & Company may help a microenterprise write a business plan, teach basic bookkeeping skills, develop a marketing strategy, write funding proposals, etc. These services are provided to the participating microenterprises completely free of charge. The remaining \$10,000 from the grant was set aside to cover the City's administrative costs associated with the program.

ITEM ANALYSIS

Public outreach for this program has been extensive. Morrison & Company and City staff created flyers in both English and Spanish, which were distributed throughout the community. Mailers were sent to every business in the City limits with a business license. Morrison & Company created a website advertising the program, which is linked on the front page of the City's website. The program was advertised on the front page of the Triplicate as well as on KCRE/KPOD. Local agencies were contacted, including the Del Norte Chamber of Commerce, Del Norte Rotary, Del Norte Sunrise Rotary, the library, the Del Norte Workforce Center, Del Norte County Farm Bureau, Del Norte Unified School District, Downtown Divas, College of the Redwoods, and the Del Norte Economic Development Corporation. City staff visited the farmer's market, local businesses, and schools, as well as cold-calling over 30 businesses.

Despite this effort, participation in the program has been limited. Multiple business owners were interested but were not ultimately eligible due to either income level or not being located within City limits. Three participants were deemed eligible and began the program, but one has since dropped out due to other time commitments, leaving two current participants. The City and Morrison & Company had initially hoped to have five participating microenterprises.

In a separate CDBG program, the City has contracted with Claggett Wolfe & Associates to develop a Business Loan program. During Mr. Wolfe's outreach to local businesses, he has found that financial assistance is one component that is needed for many of these businesses to succeed. Discussions about these currently unmet needs led to a discussion about how the microenterprise program could be modified to include an element of financial assistance.

Working with Morrison & Company and with CDBG consultants, City staff has developed a plan to increase participation in the microenterprise program by adding a forgivable loan component. Under this proposal, the same eligibility rules apply and the same technical assistance will be offered. However, for businesses who meet additional eligibility requirements, a forgivable loan may be offered. Businesses wishing to receive the forgivable loan will be required to submit additional income documentation (per CDBG regulations). During the course of their technical assistance from Morrison & Company, financial needs of the business will be identified. CDBG guidelines allow these small loans to be used for goods or services required for the business. The business will then go through an underwriting process to develop the loan, which could be up to \$5,000. The loan agreement will include certain milestones, tailored to each business' needs. The milestones could include completing a business plan, reaching a certain level of sales revenue, launching a marketing campaign, etc. If the business meets the milestones in the timeframe established in the loan agreement, the loan would be forgiven.

City staff has done additional outreach to local businesses regarding this possible modification to the program and received positive feedback. In fact, there are currently three additional applications pending. If Council approves the program modification, Morrison & Company will continue to accept and process applications throughout the program. Eligible businesses will be added to the program on a first-come, first-served basis (as stated in the Program Guidelines). Since there is only enough funding for two additional participants at this time, any other eligible applicants will be placed on a waiting list. This waiting list could be used to assist the City in applying for additional microenterprise program funding in the future.

Adding the forgivable loan element to the City's microenterprise program will require an amendment to the City's contract with the State. HCD has informally reviewed the proposed program and has indicated this is an eligible activity under CDBG regulations. Formal approval will require a contract amendment, and the request for that amendment will be submitted by the Finance Director upon Council approval. The contract amendment is anticipated to take 60-90 days to receive.

The City adopted Program Guidelines for its microenterprise program on October 2, 2017 (Resolution 2017-38). These guidelines will need to be amended if the forgivable loan element is added. Morrison & Company will work with City staff and CDBG consultants to update the program guidelines with the details of the forgivable loan program, and the updated document will be brought back to Council for adoption.

FISCAL ANALYSIS

The City is funded \$100,000 for the microenterprise program under the 16-CDBG-11136 contract. The current allocation of these funds is \$90,000 for the contract with Morrison & Company to provide technical assistance, and \$10,000 for the City's administrative costs. The City and Morrison & Company have agreed to reallocate these amounts upon Council approval of the program amendment. With fewer participants than had been originally hoped, a total of \$56,386 has been expended so far, leaving \$43,614 to be expended by the deadline of October 25, 2019.

Staff proposes to allocate \$10,000 to the forgivable loan program (maximum of \$5,000 per microenterprise). The underwriting, which must be performed by an outside party, is anticipated to cost \$5,000. The remaining amount will be available to Morrison & Company to complete the program with two additional participants. City staff time will be charged to the CDBG General Admin allocation.

There is no change to the total grant funding of \$100,000. If no change is made to the program and participation remains low, any unspent funds would be returned to the CDBG allocation. Staff recommends adding forgivable loans to the program to increase participation and fully utilize the awarded funds.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan goals:

- Goal 1(E): Target economic development improvements that provide additional benefit by enhancing the quality of life for residents
- Goal 2(F)(1): Streamline services that support new, existing, and prospective businesses
- Goal 2(F)(9): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

ATTACHMENTS

1. Resolution 2019-07
2. Microenterprise Program Guidelines

Staff review:

EW
CM

MR
Legal

RESOLUTION NO. 2019-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AUTHORIZING THE REALLOCATION OF FUNDING UNDER AGREEMENT #16-
CDBG-11136 WITH THE DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT**

WHEREAS, the California Department of Housing and Community Development issued a Notice of Funding Availability (“NOFA”) for the 2016 Community Development Block Grant on May 17, 2016; and

WHEREAS, the City of Crescent City, by Resolution No. 2016-26, authorized the submission of an application in response to that NOFA; and

WHEREAS, the City of Crescent City received an Award Announcement and executed Agreement #16-CDBG-11136 with the Department of Housing and Community Development in the amount of \$707,500; and

WHEREAS, the City was awarded \$100,000 for a Microenterprise Technical/Financial Assistance Program (Matrix Code 18C); and

WHEREAS, the City desires to increase participation in this program and finds it is in the best interest of the City and the program to include a forgivable loan component in the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crescent City, State of California, as follows:

SECTION 1:

The City Council has reviewed, hereby approves, and requests the State Department of Housing and Community Development to approve a reallocation of funding under the 16-CDBG-11136 agreement:

Program	Current Allocation	Requested Allocation
Microenterprise Technical Assistance (18C)	\$100,000	\$85,000
Microenterprise Technical Assistance /Financial Assistance (18C)	0	\$15,000

SECTION 2:

The City has determined that federal Citizen Participation requirements were met during the development of the grant application and amendment.

SECTION 3:

The Finance Director or designee is hereby authorized and directed to work with the Department of Housing and Community Development to amend this Agreement, to act on the City’s behalf

in all matters pertaining to this Agreement, and the Finance Director, or City Manager in her absence, is authorized to sign any subsequent amendments, contracts and application documents with the State of California for the purposes of this grant.

SECTION 4:

The Finance Director or designee is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Crescent City held on February 19, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk

RESOLUTION NO. 2017-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
ADOPTING PROGRAM GUIDELINES FOR COMMUNITY DEVELOPMENT BLOCK
GRANT MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM**

WHEREAS, the City of Crescent City periodically receives funding from the State Department of Housing and Community Development (HCD) under the Community Development Block Grant (CDBG); and

WHEREAS, the City of Crescent City has been awarded such funding for a Microenterprise Technical Assistance program; and

WHEREAS, CDBG requires the administration of a Microenterprise Technical Assistance Program using approved Program Guidelines that are compliant with HCD and CDBG regulations;

BE IT RESOLVED that the City Council of the City of Crescent City does hereby adopt Program Guidelines for the Microenterprise Technical Assistance Program, a copy of which is attached hereto as Exhibit A.

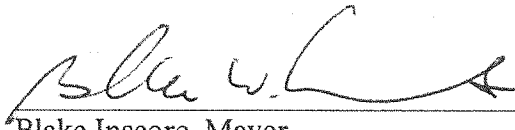
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Crescent City held on October 2, 2017 by the following vote:

AYES: Fallman, Greenough, Inscore, Kime, Short

NOES: None

ABSTAIN: None

ABSENT: None



Blake Inscore, Mayor
City Council

STATE OF CALIFORNIA
City of Crescent City

I, Kymmie Scott, City Clerk of the City of Crescent City, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 2nd day of October, 2017.

By: 
Kymmie Scott, City Clerk
City of Crescent City, State of California

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL
BY: ERIC WIER, CITY MANAGER EW
DATE: February 19, 2019
SUBJECT: Comment Letter Regarding the Draft Environmental Impact Report for the Klamath River Dam Removal Project

RECOMMENDATION

- Recommendation: Hear staff report
- Take public comment
- Authorize the Mayor to sign a comment letter addressed to the State Water Resources Control Board regarding the Draft Environmental Impact Report for the Lower Klamath River Project License Surrender

BACKGROUND

At the regular meeting of the City Council held on Monday, February 4, 2019, the Council received a presentation by the Klamath River Renewal Corporation regarding the Lower Klamath River Dam Removal Project. Staff received direction to bring back a draft comment letter in support of the project's Draft Environmental Impact Report (DEIR) for the Council's consideration, as well as additional information from other key stakeholders such as PacifiCorp (the current owner of the dams), Klamath County, and Siskiyou County. The Draft EIR comment period is open until February 26, 2019.

ANALYSIS

In regard to the comments on the DEIR for this project, City staff does not have the capacity or expert resources to provide the Council with technical comments on the report. The proposed draft letter is provided as directed by the Council to support the project and the potential benefits the project has regarding the Klamath River. The Klamath River is a vital part of our community's local economy, native cultural, and natural resources. As such, the draft letter is intended to support the associated potential benefits of improved environmental conditions of the river resulting in increased fisheries.

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City Staff (City Manager) and Councilman Greenough met with representatives from PacifiCorp on February 5, 2019 to discuss the proposed project. PacifiCorp stated “they support the Settlement Agreement” between PacifiCorp, the United States Government, and the States of Oregon and California. This agreement includes dam removal as well as protections to PacifiCorp customers in the form of maximum amounts of funding they (PacifiCorp) will need to contribute to the project and limits PacifiCorp’s future liability for any harm caused by the removal of the dams.

At the February 12, 2019 Del Norte County Board of Supervisors meeting, the Board approved and submitted the attached comment letter amended to include concerns about economic impacts to recreational fisheries and how a portion of a mitigation fund needs to be available for impacts to commercial and sport fisheries.

As requested, also attached is the draft comment letter from Siskiyou County that will be discussed at their February 19, 2019 meeting as well as a November 2, 2018 letter written on behalf of Siskiyou regarding the Definite Plan for the project.

City staff reached out to Klamath County and to the best of our knowledge Klamath County has not yet submitted any official comment letters regarding the DEIR on this project.

FISCAL IMPACT

Sending a comment letter does not have any financial impact.

ATTACHMENTS

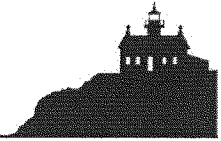
1. Draft City Comment Letter Regarding the Lower Klamath Project License Surrender
2. State Water Resources Control Board Notice of Availability for Public Comments on the DEIR
3. Del Norte County’s Draft Comment Letter dated February 12, 2019
4. Siskiyou County’s Proposed Comment Letter dated February 19, 2019
5. Letter on behalf of Siskiyou County regarding the Lower Klamath Project (“Definite Plan”)



City of Crescent City

Where the Redwoods Meet the Sea

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February 20, 2019

Ms. Michelle Siebal
State Water Resources Control Board
Division of Water Rights – Water Quality Certification Program
PO Box 2000
Sacramento, CA 95812-2000

RE: Comments on the Draft Environmental Impact Report for the Lower Klamath Project

Dear Ms. Siebal,

Crescent City supports removal of the Klamath River dams as analyzed in the State Water Resources Control Board's recent Draft Environmental Impact Report (DEIR).

Crescent City serves as the home port for numerous commercial and recreational fishing vessels. The fishing industry is a major source of income for the City and includes fishing, seafood markets, seafood processing and support for local businesses like marine repair and supply services, restaurants and grocery stores. Many of our residents depend on these industries for their livelihood.

The Klamath River was once the third-largest salmon-producing river on the West Coast, and salmon played a large part in our fishing industry's prosperity. However, Klamath River dams blocked the migration of adult fish to historic upstream spawning grounds, greatly reducing salmon populations, and the region's commercial fishing industry has been severely compromised by these reduced salmon runs.

Crescent City-based recreational fishing has suffered as well, putting an unwelcome drag on our economy and pressuring city budgets and services.

We strongly believe, based on the DEIR, that a free-flowing Klamath will revitalize both segments of our fishing industry, and in turn create jobs and bring revenue to Crescent City that will allow us to better serve our residents.

For the reasons outlined above, Crescent City supports the Proposed Project reviewed in the DEIR and looks forward to the benefits it will provide to our region.

Sincerely,

Blake Inscore
Mayor
City of Crescent City

ATTACHMENT
1



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

To: Interested Parties Mailing List

NOTICE OF AVAILABILITY FOR PUBLIC COMMENT OF A DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE LOWER KLAMATH PROJECT LICENSE SURRENDER FEDERAL ENERGY REGULATORY COMMISSION PROJECT NO. 14803

Pursuant to section 401 of the Clean Water Act (33 U.S.C. § 1341), applicants for a federal license or permit for activities which may result in any discharge to waters of the United States must obtain water quality certification (certification) from the state in which the discharge occurs. Such certification must be based on a finding that the activity will meet water quality standards and other applicable requirements. In California, the State Water Resources Control Board (State Water Board) is responsible for taking action on applications for water quality certification for proposed activities that require a Federal Energy Regulatory Commission (FERC) license or amendment to a FERC license.

The Klamath River Renewal Corporation (KRRC) applied to the State Water Board for a Clean Water Act section 401 certification for the FERC license surrender of the Lower Klamath Project (Project). The State Water Board must comply with the California Environmental Quality Act (CEQA; Pub. Res. Code, § 21000 et seq.) when issuing a 401 certification.

The State Water Board, as lead agency for CEQA compliance, has directed the preparation of an environmental impact report (EIR) for the Project, in compliance with CEQA Guidelines.

The following information is provided in satisfaction of the formal written notice requirements for the public review of a Draft EIR (CEQA Guidelines, § 15087).

Applicant: Klamath River Renewal Corporation

Project Name: Lower Klamath Project License Surrender

Date of Certification Application: September 4, 2018

Project Location: Siskiyou County, California and Klamath County, Oregon

Project Description:

The Project is located on the Klamath River in Siskiyou County, California, and Klamath County, Oregon. The Project is currently part of the Klamath Hydroelectric Project (FERC Project No. 2082), which is owned and operated by PacifiCorp. The Klamath Hydroelectric Project presently consists of seven dams and associated facilities: 1) East Side; 2) West Side; 3) Keno; 4) J.C. Boyle; 5) Fall Creek (located on Fall Creek, a Klamath River tributary); 6) Copco No. 1; 7) Copco No. 2; and 8) Iron Gate.

FELICIA MARCUS, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

On September 23, 2016, PacifiCorp and the KRRC filed a joint license transfer application with FERC, which seeks to transfer the J.C. Boyle, Copco No. 1, Copco No. 2, and Iron Gate dams and associated facilities to the KRRC. Concurrent with the license transfer application, the KRRC filed a license surrender application with FERC to decommission the Project.

The Project primarily consists of the decommissioning and removal of the J.C. Boyle, Copco No. 1, Copco No. 2, and Iron Gate dams and associated facilities located on the Klamath River. The Project implements portions of the Klamath Hydroelectric Settlement Agreement (KHSA), as amended November 30, 2016. The KHSA seeks to return the Klamath River to free-flowing conditions and provide volitional fish passage in the portion of the Klamath River currently occupied by the Lower Klamath Project.

Regulatory Background:

When the State Water Board considers issuing a certification for a project, it evaluates whether the project will comply with the applicable water quality control plan (basin plan) and whether the beneficial uses of the water bodies covered by the basin plan will be protected. The Regional Water Quality Control Boards (Regional Water Boards) prepare basin plans that designate the beneficial uses of waters to be protected and establish the water quality objectives necessary to protect those uses, as required under section 303 of the Clean Water Act (33 U.S.C. § 1313) and sections 13240 and 13241 of the California Water Code. When establishing water quality objectives, the Regional Water Boards consider: the past, present, and future beneficial uses of the water bodies; their environmental characteristics; economics; and water quality conditions that could be reasonably achieved through the coordinated control of the factors affecting water quality. Further, federally recognized Indian tribes may also designate beneficial uses and establish water quality objectives under section 518(e) of the Clean Water Act (33 U.S.C. § 1377). Beneficial uses and water quality objectives for the Klamath River are designated in the North Coast Water Quality Control Board's *Water Quality Control Plan for the North Coast Region* and the Hoopa Valley Tribe's *Water Quality Control Plan, Hoopa Valley Indian Reservation*. The Yurok Tribe has applied to the United States Environmental Protection Agency for treatment-as-a-state status under the Clean Water Act, and it is possible that other tribes may similarly apply for and receive such status.

The State Water Board has listed the Klamath River on the Clean Water Act Section 303(d) list¹. The Klamath River and waterbodies associated with the Project are listed in *California's 2014 and 2016 California Integrated Report (Clean Water Act Section 303(d) List / 305(b) Report)*² for nutrients, organic enrichment/low dissolved oxygen, temperature, mercury, aluminum, sediment, and a liver toxin produced by blue-green algae, called microcystin.

Overview of Draft EIR and Proposed Project:

The Draft EIR evaluates the Proposed Project as well as six alternatives: 1) No Project; 2) Partial Removal; 3) Continued Operations with Fish Passage; 4) Three Dam Removal (leaving in J.C. Boyle); 5) Two Dam Removal (leaving in J.C. Boyle and Copco No. 2); and 6) Four Dam Removal with No Hatcheries. The alternatives are described in Chapter 4 of the Draft EIR.

¹ The Clean Water Act Section 303(d) list is a state's list of impaired and threatened waters.

² The report is available online at: https://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2014_2016.shtml (last accessed December 18, 2018).

The Draft EIR identifies significant impacts for the following resources, for which there are mitigation measures that will be implemented to prevent or avoid significant environmental impacts:

- Aquatic Resources
- Geology, Soils, and Mineral Resources
- Hazards and Hazardous Materials
- Historical Resources and Tribal Cultural Resources
- Terrestrial Resources
- Water Quality
- Water Supply/Water Rights

The Draft EIR identifies significant and unavoidable impacts for the following resources:

- Aesthetics
- Air Quality
- Aquatic Resources
- Flood Hydrology
- Geology, Soils, and Mineral Resources
- Hazards and Hazardous Materials
- Historical Resources and Tribal Cultural Resources
- Noise
- Phytoplankton and Periphyton
- Public Services
- Recreation
- Terrestrial Resources
- Transportation and Traffic
- Water Quality

Additionally, the State Water Board has identified cumulatively considerable effects of the Proposed Project.

Public Review Period:

The Draft EIR comment period is from the date of this notice until **February 26, 2019**. **Comments on the Draft EIR must be received by 12:00 pm (noon) on Tuesday, February 26, 2019**, and can be submitted electronically or by mail as follows:

Email:

WR401Program@waterboards.ca.gov

or

Mail:

Ms. Michelle Siebal
State Water Resources Control Board
Division of Water Rights – Water Quality Certification Program
P.O. Box 2000
Sacramento, CA 95812-2000

The Draft EIR, and additional information regarding the State Water Board's process, including the previously released draft water quality certification and frequently asked questions about the Project, are available on the Project webpage, which is located online at: https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_quality_cert/lower_klamath_fer_c14803.shtml.

Public Meetings:

The State Water Board will hold four public meetings to provide stakeholders with the opportunity to get summary information and to submit oral comments on the Draft EIR. The time allotted for each individual or organization to comment orally may be limited if the number of people in attendance so requires. The State Water Board will not take any action during the meetings and no decisions will be made. The locations and times of the meetings are as follows:

Date and Time	Address
Tuesday, February 5, 2019 (5:00 p.m. to 8:00 p.m.)	Best Western Miner's Inn 122 E. Miner Street Yreka, CA 96097
Wednesday, February 6, 2019 (5:00 p.m. to 8:00 p.m.)	D Street Neighborhood Center 1301 D Street Arcata, CA 95521
Thursday, February 7, 2019 (12:00 p.m. to 3:00 p.m.)	Karuk Tribe Council Chambers 37960 Highway 96 Orleans, CA 95556
Friday, February 15, 2019* (1:00 p.m. to 4:00 p.m.)	CalEPA Building, Sierra Hearing Room 1001 I Street, 2 nd Floor Sacramento, CA 95814
* The Sacramento meeting will be webcast live on the California Environmental Protection Agency (CalEPA) website at: www.calepa.ca.gov/broadcast/ . During the webcast, participants can submit comments via electronic mail to: wr401program@waterboards.ca.gov .	

Document Availability:

The Draft EIR and documents incorporated by reference therein will be available for review at the following locations no later than January 11, 2019. Please note the days the locations are open are provided for convenience; locations may be closed on the indicated days for holidays or other reasons.

Arcata Library500 7th Street

Arcata, CA 95521

(707) 822-5954

Open Tuesday – Saturday

Butte Valley Branch Library800 W 3rd Street

Dorris, CA 96023

(530) 397-4932

Open Monday – Friday

Del Norte County Library Main Branch

190 Price Mall

Crescent City, CA 95531

(707) 464-9793

Open Monday – Saturday

Eureka Main Library1313 3rd Street

Eureka, CA 95501

(707) 269-1915

Open Tuesday – Saturday

Happy Camp Library

143 Buckhorn Road

Happy Camp, CA 96039

(530) 493-2964

Open Tuesday

Hoopa Library – Kim Yerton Memorial

370 Loop Road

Hoopa, CA 95546

(530) 625-5082

Open Tuesday – Saturday

Mt. Shasta Library

515 East Alma Street

Mt. Shasta, CA 96067

(530) 926-2031

Open Monday – Saturday

North Coast Regional Water Quality Control Board

5550 Skylane Boulevard,

Suite A

Santa Rosa, CA 95403

(707) 576-2220

Open Monday – Friday

Siskiyou County Library719 4th Street

Yreka, CA 96097

(530) 841-4175

Open Monday – Saturday

The Draft EIR and documents incorporated by reference are also available at the **State Water Board's office**, which is located at 1001 I Street, 2nd Floor (Room 2-114), **Sacramento, CA 95814**. The document is available at this location Monday – Friday, excluding state holidays.

KEEP INFORMED OF PROJECT MILESTONES

To receive emails related to the Lower Klamath Project, interested persons should enroll in the "Lower Klamath Project License Surrender" e-mail notification service. Instructions on how to sign up for the State Water Board's Email Subscription List are outlined below:

1. Visit:

http://www.waterboards.ca.gov/resources/email_subscriptions/swrcb_subscribe.shtml#rights

2. Provide your name and email in the required fields.

3. In the categories below the email and name fields, select "Water Rights," then "Lower Klamath Project License Surrender."

4. Click the "Subscribe" button.

5. An email will be sent to you. You must respond to the email message to confirm your membership on the selected list(s).

By enrolling in this email list, you will receive notices pertaining to the Division of Water Rights' work on the Lower Klamath Project. If you do not have internet access or do not wish to participate in the email subscription list, you may contact Ms. Michelle Siebal by phone at (916) 322-8465 to request to receive notices by mail. You can enroll or un-enroll from the email subscription service at any time.

If you have questions regarding this notice, please contact Project staff by email at: WR401Program@waterboards.ca.gov, or Ms. Michelle Siebal by phone at (916) 322-8465.

Sincerely,

ORIGINAL SIGNED BY
Erin Ragazzi
Assistant Deputy Director
Division of Water Rights

December 27, 2018
Date

TO BE PLACED ON LETTERHEAD

February 12, 2019

Ms. Michelle Siebal
State Water Resources Control Board
Division of Water Rights – Water Quality Certification Program
P.O. Box 2000
Sacramento, CA 95812-2000

Re: Lower Klamath Project License Surrender

Dear Ms. Siebal,

The Del Norte County Board of Supervisors (Board) wishes to provide comment on the Lower Klamath Project License Surrender (Project) and the Draft EIR released by the State Water Resources Control Board (SWRCB). The Klamath River is a key part of the economy, culture, and natural environment of Del Norte County; where the river meets the Pacific Ocean. The Board is responsible for ensuring projects affecting the County contribute to the health and welfare of the community and the local economy. While the Board supports the recovery of Klamath River and Pacific Ocean commercial and recreational fisheries, we do have significant concerns with regard to how the Project may exacerbate the issue of siltation and sedimentation at the Crescent City Harbor, located 15 miles north of the river mouth. Also concerning are the known unavoidable and significant impacts to oceanic and riverine fisheries resources that are so essential to our local commercial and sport-fishing industries.

The Draft EIR (DEIR) is clear in that the proposed project will increase suspended materials to a high degree following the drawdown and dam removal phases. For example, suspended sediment concentrations (SSCs) would potentially increase 220 times the threshold of significance downstream of Copco No. 1 Dam upon drawdown with similar numbers projected

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for the drawdown of the other dams in California. The Board is concerned with the fact that the quantity of sediment delivered to the Pacific Ocean is still not known with certainty, and more importantly, how the material will react once delivered to the ocean. Conservative estimates place the amount of sediment discharge to the ocean as a result of drawdown and dam removal at about 5.8 million tons (4 million tons of fine sediment and 1.8 million tons of sand and larger sediment). While the DEIR estimates that the quantity released would be similar to that transported by the river to the ocean in a year with average flow, this quantity would be in addition to what is transported naturally by the river, whether it be a dry, average, or wet year. On the year of dam removal and drawdown, a significant amount of sediment will be delivered to the ocean, relative to any year without the project. Recognizing the uncertainty on where the material will settle in the ocean, it is known that normal ocean currents transport material north and there is certainty that our Harbor already has issues with dredging and dredge spoils management.

The Crescent City Harbor District is designated a "harbor of safe refuge" by the California Harbors and Navigation Code. The Harbor supports a U.S. Coast Guard cutter, commercial and sport fishing, waterfront industry, and recreational activities. A study titled "Coastal Geomorphology of the Smith River Plain" (Roberts and Dolan, 1968) found that the littoral current pattern south of Crescent City transports sediment northwestward and contributes to a continued seaward growth of sand south of the breakwater at the mouth of the Harbor. Sediment accumulating at the entrance of the Harbor travels inward and requires regular dredging to maintain a safe navigation depth of recreational and commercial vessels in the federal channels and inner boat basins. Fine sediment accumulation is particularly problematic because is typically unsuitable for use as beach replenishment and thus more difficult to dispose of. The Harbor District's dredge materials holding site is currently at capacity and a feasible replacement site has not yet been established; complicated by the permitting hurdles between the U.S. Army Corps of Engineers and the California Coastal Commission which are less than amenable toward achieving maintenance dredging in the first place. The Harbor faces incredible challenges with managing the current amount of siltation experienced in and around its facilities, let alone potentially more as a result of the Project. Even if a very small percentage of project sedimentation impacts the Harbor, the issue could be compounded in a way that severely hampers the essential marine operations of the County. It follows that the Board needs the guarantee from the Project coalition that we will be actively supported in our efforts to acquire the necessary permits to dredge our Harbor. Only by assisting the County in our ability to dredge the Harbor will the potential for impacts as a result of the Project be mitigated.

While this Board can recognize certain long-term benefits of the Project, and a recent meeting with representatives from both the Klamath River Renewal Corporation (KRRC) and the Pacific Coast Federation of Fishermen's Associations (PCFFA) was reassuring, the potential impacts of

siltation and sedimentation still exist and could have real impacts on the economy and livelihood of the County. Impact assessment for sedimentation on the nearshore ocean environment is lacking in the DEIR, and the results of the modelling lead to much uncertainty. The Board would be much more at ease should the project contain a plan that provides for the potential negative contingencies. If assurances could be made that impacts to our County would be directly mitigated, a more thorough level of support would be provided. One solution could be provided in the form of a fund established for monitoring and remediation of short and long-term impacts resulting from Project implementation. It has been acknowledged that KRRC has ample resources assist with these necessary contingencies through PacifiCorp customer surcharges and California Proposition 1 water bonds. Funding for the mitigation of impacts is worth very little, however, if they are not made readily available as needed. An efficient mechanism to distribute resources that alleviate the adverse effects of the project needs to be included in the DEIR. This would ensure that the SWRCB truly has a worst case scenario in mind and is willing to address the impacts of this scenario if it does indeed affect our local community in the short or long-term.

We hope that our Board's concerns are considered seriously in the evaluation of and response to DEIR comments. Further, we press that in the process of preparing findings on the feasibility of reducing and limiting potential significant environmental impacts, appropriate mitigation and monitoring is examined that addresses the issues that have been raised. It is with enthusiasm that we would support this Project if the proper mitigation funding, resources, and access to them were made available in the event that future impacts to the Crescent City Harbor and our commercial and sport-fishing industries are more severe than the DEIR makes them out to be. Thank you for the consideration of our comments.

Sincerely,

Lori L. Cowan, Chair
Del Norte County Board of Supervisors

COUNTY OF SISKIYOU

Board of Supervisors

P.O. Box 750 □ 1312 Fairlane Rd
Yreka, California 96097
www.co.siskiyou.ca.us

(530) 842-8005
FAX (530) 842-8013
Toll Free: 1-888-854-2000, ext. 8005

February 19, 2019

Ms. Michelle Siebel
State Water Resources Control Board
Division of Water Rights – Water Quality Certification Program
P.O. Box 2000
Sacramento, CA 95812-2000

Subject: Comments on the Draft Environmental Impact Report for the Lower Klamath Project

Dear: Ms. Siebel:

Please find attached, and incorporated as part of this letter, comments from the County of Siskiyou's technical consultant, SWCA Environmental Consultants, on the State Water Resources Control Board (SWRCB) Draft Environmental Impact Report for the Lower Klamath Project. These comments include comprehensive comments on the components of the DEIR and the processes taken by the SWRCB in its development, and specific comments on the various resource components of the DEIR, presented in table form by each resource area.

We look forward to the SWRCB's response to the County's comments. If you have any questions please contact Elizabeth Nielsen, Project Coordinator, at enielsen@co.siskiyou.ca.us or (530) 842-8012. This letter was approved by the Siskiyou County Board of Supervisors on March 20, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sincerely,

Brandon A. Criss, Chair
Board of Supervisors

cc: Director Chuck Bonham, California Department of Fish and Wildlife
Undersecretary Tom Gibson, California Department of Natural Resources
Assemblyman Brian Dahle
Congressman Doug LaMalfa
Congressman Jared Huffman

Brandon Criss
District 1

Ed Valenzuela
District 2

Michael N. Kobseff
District 3

Lisa Nixon
District 4

Ray Haupt
District 5

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LOWER KLAMATH DAM REMOVAL DRAFT ENVIRONMENTAL IMPACT REPORT COMMENTS

National Environmental Policy Act Lead Agency

Section 1.1 of the Draft Environmental Impact Report (DEIR; KRRC 2018; hereafter known as DEIR) states that the Klamath River Renewal Corporation (KRRC) has applied to the Federal Energy Regulatory Commission (FERC) to decommission and remove the four Lower Klamath Project dams (Proposed Project). Section 1.1 further states that FERC is the federal lead agency that licenses the construction, operation, and decommissioning of most hydroelectric dams in the United States.

The National Environmental Policy Act (NEPA) applies to projects that are carried out, financed, or approved in whole or in part by federal agencies; therefore, FERC must prepare an environmental impact statement prior to taking action with respect to the Proposed Project. California Environmental Quality Act (CEQA) Guidelines Section 15006, Reducing Delay and Paperwork, states that lead agencies should eliminate duplication with federal procedures by providing for joint preparation of environmental documents with federal agencies and by adopting documents prepared in fulfillment of NEPA and its implementing regulations. In addition, **CEQA Guidelines Section 15222, Preparation of Joint Documents, states that a lead agency should try to combine an Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) to avoid the need for the federal agency to prepare a separate document for the same project.** According to CEQA Guidelines Section 15222 this involvement is necessary because federal law generally prohibits a federal agency from using an EIR prepared by a state agency unless the federal agency was involved in the preparation of the document. Furthermore, **Council on Environmental Quality (CEQ) NEPA Regulations encourage cooperation with state and local agencies in an effort to reduce duplication in the NEPA process (40 Code of Federal Regulations [C.F.R.] § 1506.2).** The CEQ NEPA regulations state that cooperation shall include joint planning processes, joint environmental research and studies, joint public hearings, and joint environmental assessments (*Id.* § 1506.2(b)(1-4)).

The State Water Resources Control Board (SWRCB) has prepared the Lower Klamath Project License Surrender Project DEIR without following the legislative intent of CEQA, CEQA Guidelines, and CEQ NEPA regulations. The SWRCB has created undue confusion and complexity for the public, local agencies, and other state and federal agencies involved in reviewing the project by initiating two separate, duplicative environmental review processes. Thus, it's recommended that the SWRCB issue a revised Draft EIR/S in coordinating with FERC.

Although the County clearly outlines the need for a revised EIR, it is important to also note that due to SWRCB's failure to follow the process outlined above the potential for future amendments to the DEIR, requiring recirculation, results in financial hardship to economically

stressed stakeholders and local agencies, such as Siskiyou County, who will be obligated to expend further limited resources to review and respond to the new documents the SWRCB circulates. Had the SWRCB followed typical and acceptable procedural steps in developing this DEIR, there would have been a significant decrease in the financial strain experienced by affected stakeholders and local agencies, including Siskiyou County.

Responsible Agencies

Under Public Resources Code section 21104, “[p]rior to completing an environmental impact report, the state lead agency shall consult with, and obtain comments from, each responsible agency, trustee agency, any public agency that has jurisdiction by law with respect to the project, and any city or county that borders on a city or county within which the project is located unless otherwise designated annually by agreement between the state lead agency and the city or county, and may consult with any person who has special expertise with respect to any environmental impact involved.” Under 14 California Code of Regulations (CCR) § 15086(a), the lead agency “shall consult with and request comments...from” responsible agencies and other local agencies that exercise authority over resources that may be affected by the project, and “may consult directly with: (1) Any person who has special expertise with respect to any environmental impact involved, (2) Any member of the public who has filed a written request for notice with the lead agency or the clerk of the governing body.” Here, SWRCB has taken the position that Siskiyou County is not a Responsible Agency because FERC will preempt all of Siskiyou County’s local permitting requirements. However, FERC has, in some dam removal cases, required licensees to obtain all local permits. See *Arizona Public Service Co.*, 109 FERC 61,036 (2004), and *Wisconsin Electric Power Co.*, 94 FERC 61,038 (2001). As FERC has explained to PacifiCorp in the past, “federal preemption does not necessarily mean that the Commission will not elect to require PacifiCorp to comply with those of the Counties’ requirements that the Commission concludes will not interfere with the company’s ability to carry out the Commission’s orders”; rather, “[i]t only establishes that it is within the Commission’s sole discretion to determine the extent to which such compliance will be required.” (PacifiCorp Project No. 2342-18; Order available at: <https://www.ferc.gov/whats-new/comm-meet/051806/H-2.pdf>.) Given that counties may be permitted to exert regulatory authority to the extent its regulations do not make compliance with FERC orders impossible or unduly difficult, and given that FERC prefers licensees to be good citizens of the communities in which projects are located, and thus to comply with all local requirements, where possible, the SWRCB error in not consulting with the County as a Responsible Agency so that the DEIR would be useful for its purposes as well.

Project Purpose and Objectives

Section 2.1 of the DEIR, Project Purpose and Objectives, outlines the SWRCB identified objectives of the Proposed Project as well as the underlying purpose. The purpose is “timely improving water quality related to the Lower Klamath Project within and downstream of the current Hydroelectric Reach and restoring anadromous access upstream of Iron Gate Dam.” This

purpose is unduly narrow. It appears the SWRCB and project proponent have conflated the underlying purpose, objectives, and Proposed Project. This is contrary to CEQA. *North Coast Rivers Alliance, et al. v. A.G. Kawamura/Our Children's Earth Foundation, et al. v. California Department of Food and Agriculture* (2015) 243 Cal.App.4th 647 (opining that failing to properly distinguish between the project purpose, project objectives, and project violates CEQA).

The four project objectives outline improvements to water quality and fish populations, but **notably absent are considerations by the lead agency of any consideration of the potential benefits for and costs to local communities, including but not limited to agricultural and ranching interests**, which were integral parts of both the Klamath Basin Restoration Agreement and Klamath Hydroelectric Settlement Agreement. The SWRCB should consider the interest of the citizens of Siskiyou County in their project objectives.

Furthermore, the objective to “Restore volitional anadromous fish passage in the Klamath Basin to viable habitat currently made inaccessible by the Lower Klamath Project dams” is narrower than, and not justified by, the project purpose (improving water quality and upstream access). This objective can be used to justify dam removal over any other alternative including trap and haul or other means of assisted migration. Restoring volitional anadromous fish passage rather than conserving wild salmonid populations, for example, gives the appearance of purposefully manipulating the objectives in order to identify the applicant’s long-preferred alternative of dam removal as the preferred alternative.

Proposed Project

Section 2.7 of the DEIR, Proposed Project, states that the Detailed Plan and Definite Plan constitute the applicant’s Proposed Project. As the SWRCB is aware, the Definite Plan is currently being reviewed by FERC and the Independent Board of Consultants for technical adequacy. In fact, the project proponent has committed to revise the Definite Plan, issuing a new document in April 2019. See <http://www.klamathrenewal.org/wp-content/uploads/2018/12/2018-12-12-Letter-Report-BOC-Mtg-No-1.pdf>. **According to Washoe Meadows Community v. Department of Parks and Recreation (2017) 17 Cal.App.5th 277, an EIR must contain an “accurate, stable, and finite” project description.** Given the potential changes to the Proposed Project as a result of the commitment to issue a revised documents, additional pending review and subsequent comments, using the draft plan as a basis for the project description and baseline for analysis is inadequate. Further, as FERC is the lead federal agency for the project, SWRCB should wait for their input on the Definite Plan before having forged ahead on the DEIR (CEQA Guidelines 15223). SWRCB’s release of the DEIR precluded FERC’s ability to review and comment on the project itself.

Section 2.7.8 of the DEIR, Project Component, summarizes project components outside of the major dam and powerhouse deconstruction. These components primarily address environmental, safety, and quality of life issues and are outlined in the appendices to the Definite Plan. Siskiyou County has provided substantive comments on the Definite Plan (and appendices). **As these components are instrumental in the mitigation of environmental impacts, please ensure**

that our comments are addresses in subsequent drafts of these essential components of the Proposed Project.

Description of Environmental Setting

Section 15126.4(a) of the CEQA Guidelines states “(a) An EIR must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant.”

There are many sections in the DEIR that rely on future surveys or studies to be prepared to identify resources or habitats that may be present in the project impact area. Without quality data that allow for an assessment of baseline conditions of resources within the project area, the impact analysis is unreliable. The impacts of a Proposed Project must be evaluated by comparing expected environmental conditions after project implementation to conditions at a point in time referred to as the baseline. The changes in environmental conditions between those two scenarios represent the environmental impacts of the Proposed Project. The adequacy of a document’s baseline is a factual issue to be determined based on whether there is substantial evidence in the record supporting the agency’s determination.

Baseline is not a policy choice to be made at the end of CEQA Review (*Save Our Peninsula Committee v. Monterey County* (2001) 87. Cal. App. 4th 99). For a new project, courts have required that the baseline reflect actual existing physical conditions at the start of environmental review. The DEIR relies on future surveys and studies to identify wetlands, special-status plants, culturally significant resources, special-status wildlife, groundwater wells, and other affected resources. The impact determination directly correlates to the existing or baseline conditions. If those conditions are unknown then making a determination of significance is not possible or reliable. The SWRCB has abdicated its responsibility in providing quality data regarding the baseline/existing conditions so that realistic and accurate impact determinations can be made. We have noted specifically in Table 1, below, where individual resource topics do not have the adequate environmental setting information to make an informed impact analysis.

Mitigation Measures Proposed to Mitigate Significant Impacts

Section 15126.4(a) of the CEQA Guidelines states:

(1) An EIR shall describe feasible measures which could minimize significant adverse impacts, including where relevant, inefficient and unnecessary consumption of energy.

(A) The discussion of mitigation measures shall distinguish between the **measures which are proposed by project proponents to be included in the project and other measures proposed by the lead, responsible or trustee agency or other persons which are not included but the lead agency determines could reasonably be**

expected to reduce adverse impacts if required as conditions of approving the project.

(B) This discussion shall identify mitigation measures for each significant environmental effect identified in the EIR.

(2) **Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally-binding instruments.** In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design.

Throughout the DEIR, the SWRCB refers to “measures that would be not be considered feasible for the purposes of CEQA because the SWRCB cannot ensure that they would occur.” In these cases, recommended measures are provided that would reduce potential impacts if implemented by KRRC. However, the impact analysis herein can not rely on the implementation of these measures. In many of these cases the DEIR concludes that a significant and unavoidable impact would result. It is unclear why the SWRCB has taken this position with so many of the impacts. The excerpt below is from pages ES-9–ES-15.

“[T]he determination of whether a project will have significant environmental impacts, and the formulation of measures to mitigate those impacts, *must* occur before the project is approved.” *California Native Plant Society v. City of Rancho Cordova* (2009) 172 Cal.App.4th 603, 621. Here, the SWRCB has failed to formulate mitigation measures, arguing time and again, it is not feasible to do so. For example, with respect to terrestrial resources, the SWRCB states: “implementation of terrestrial resources measures would be not be considered feasible for the purposes of CEQA because the State Water Board cannot ensure that they would occur. In these cases, recommended measures are provided that would reduce potential impacts if implemented by KRRC” (DEIR, p. 3-516). Where mitigation measures can be devised consistent with CEQA Guidelines Section 15126.4, the SWRCB cannot lawfully shirk its responsibility to identify such measures and require compliance with them in order to reduce impacts to less than significant. Importantly, “a condition requiring compliance with regulations is a common and reasonable mitigation measure, and may be proper where it is reasonable to expect compliance.” *Oakland Heritage Alliance v. City of Oakland* (2011) 195 Cal. App. 4th 884, 906 cited in *Center for Biological Diversity v. Department of Fish & Wildlife* (2015) 234 Cal. App. 4th 214, 246. It is reasonable to expect compliance with the federal Endangered Species Act, pertinent provisions of the Fish and Game Code, and other federal and state laws. Therefore, the SWRCB must revise the DEIR to incorporate mitigation measures rather than recommended measures wherever possible. In those circumstances where the SWRCB believes it is not possible, it must comply with CEQA Guidelines Section 15126.4(a)(5) by explaining the reasoning for its determination. Simply reciting the conclusory claim that there are no feasible mitigation measures does not suffice. “The failure to provide enough information to permit informed decision-making is fatal.” *Napa Citizens for Honest Government v. Napa County Bd. of Supervisors* (2001) 91 Cal. App. 4th 342, 361. Furthermore, in those circumstances where the SWRCB proposed recommended measures, consistent with Public Resources Code section 21081(a)(2), the SWRCB should

clearly identify other public agencies that have the responsibility and jurisdiction to require implementation of those recommended measures.

Summary of Proposed Project Effects, Potential Impacts, and Potential Cumulative Impacts

The Executive Summary to the DEIR states:

Below is a summary, by resource area, of impacts found to be ‘significant and unavoidable’ with or without mitigation (Table ES-1). Please note, the KRRC proposes to further develop Proposed Project actions relating to certain state and local regulatory requirements for several resource areas that fall outside of State Water Board’s water quality certification authority. The State Water Board anticipates implementation of additional measures (e.g., good neighbor agreements between the KRRC and relevant state or local agencies, recommended measures in this EIR, and any modifications developed through the FERC process that provide the same or better level of protection for the resource in question) would reduce impacts. The EIR notes where such protection would eliminate the potential for a significant impact. However, the State Water Board cannot ensure implementation of good neighbor agreements, recommended measures included in this EIR, or modifications anticipated to be developed through the FERC process. Therefore, the State Water Board has identified impacts that rely on implementation of such agreements or recommended measures in this EIR as significant and unavoidable.

DEIR at ES-11.

This section included significant and unavoidable impacts on the following resources: Water Quality, Aquatic Resources, Phytoplankton and Periphyton, Terrestrial Resources, Flood Hydrology, Air Quality, Historical Resources and Tribal Cultural Resources, Public Services, Aesthetics, Recreation, Hazards and Hazardous Substances, Transportation and Traffic, and Noise. Most of the resource areas also included recommended mitigation measures that the SWRCB states are not enforceable and therefore cannot be relied upon. In some cases the recommended measures are under the purview of other state or federal agencies that may require those measures through their permits or consultations that must be completed as part of the project permitting process and **that may be enforceable by the permitting agency** (e.g. California Department of Fish and Wildlife [CDFW] for special-status terrestrial species and rare natural communities or state-listed species; U.S. Fish and Wildlife Service [USFWS] and/or National Marine Fisheries Service [NMFS] for federally listed species, etc.).

The DEIR does not rely on other trustee or lead agency authority in cases where it reasonably could to ensure that these measures would be implemented to reduce impacts to less than significant. Part A of the above statute clearly indicates that “mitigation measures shall distinguish between” (1) “measures which are proposed by project proponents to be included in the project,” and (2) “**other measures proposed by the lead, responsible or trustee agency or**

other persons which are not included but the lead agency determines could reasonably be expected to reduce adverse impacts if required as conditions of approving the project.”

The SWRCB asserts its authority to enforce or require mitigation for certain resources. As an example, the DEIR asserts that it has jurisdiction over wetlands and waterways and can enforce that mitigation, therefore concluding that it can imposed mitigation measures to mitigate effects to reptiles and amphibians so that they are less than significant (based on Mitigation Measure TER-2 – Amphibian and Reptile Management). This measure, just as any terrestrial mitigation measure, will require approval by CDFW and normally would be included in a Streambed Alteration Agreement (SAA) and, in the event any reptiles are listed as threatened or endangered, in a California Endangered Species Act (CESA) permit.

The SWRCB has interpreted law with respect to CEQA to provide to provide any required mitigation measures through SWRCB permit conditions. Therefore, , where mitigation cannot be enforce by SWRCB under its non-CEQA authorities, such as the Porter Cologne Water Quality Control Act, the SWRCB must make these significant and unavoidable impact determinations rather than identifying mitigation to mitigate effects to less than significant. The SWRCB goes on in these “recommended measures” that if implemented would reduce impacts to less than significant. One such example is CDFW through their responsibilities under Lake and Streambed Alteration Program.

Section 1600 of the Fish and Game Code states:

The Legislature finds and declares that the protection and conservation of the fish and wildlife resources of this state are of utmost public interest. Fish and wildlife are the property of the people and provide a major contribution to the economy of the state, as well as providing a significant part of the people’s food supply; therefore their conservation is a proper responsibility of the state.

The Lake and Streambed Alteration Program establishes a regulatory scheme to CDFW is responsible for protecting and conserving fish and wildlife resources, and the habitats upon which they depend. **This includes notification to CDFW and a procedure to reach agreement with CDFW. This regulatory program codifies CDFW’s responsibility to protect public trust resources.** The SWRCB, being a state agency, likewise charged with protection of public trust resources, is responsible to ensure that conservation of fish and wildlife is part of any project it authorizes or acts as a lead agency with respect to CEQA. Because CDFW and the SWRCB are both state agencies, the DEIR should include mitigation measures that avoid violation of state laws. It would be a violation of state law for the SWRCB to simply determine that impacts are significant and unavoidable in violation of state law.

The DEIR also includes significant and unavoidable impact determinations for several federally listed species using the same reasoning that SWRCB cannot enforce mitigation measures outside the water quality certification conditions. However, the significant and unavoidable impacts that would result from the Proposed Project to listed species (including Bald and Golden Eagle Protection Act [BGEPA] species) without USFWS consultation and approved avoidance, minimization and mitigation would be in violation of the ESA. Because the project will require

both a U.S. Army Corps of Engineers (USACE) Section 404 permit and FERC surrender license, there is a federal nexus and both will require a Section 7 consultation with the USFWS. The SWRCB analysis should require:

- implementation of Recommended Terrestrial Measures 3–12,
- acquisition of an SAA from CDFW, and
- consultation with the USFWS to secure a Biological Opinion or Letter of Concurrence to avoid violation of state and federal law.

Section 15126.2 of the CEQA Guidelines states:

- (a) The Significant Environmental Effects of the Proposed Project. An EIR shall identify and focus on the significant environmental effects of the Proposed Project on the environment. In assessing the impact of a Proposed Project on the environment, the lead agency should normally limit its examination to changes in the existing physical conditions in the affected area as they exist at the time the notice of preparation is published, or where no notice of preparation is published, at the time environmental analysis is commenced. **Direct and indirect significant effects of the project on the environment shall be clearly identified and described**, giving due consideration to both the short-term and long-term effects. The discussion should include relevant specifics of the area, the resources involved, physical changes, alterations to ecological systems, and changes induced in population distribution, population concentration, the human use of the land (including commercial and residential development), **health and safety problems caused by the physical changes, and other aspects of the resource base such as water, historical resources, scenic quality, and public services**. The EIR shall also analyze any significant environmental effects the project might cause or risk exacerbating by bringing development and people into the area affected. For example, **the EIR should evaluate any potentially significant direct, indirect, or cumulative environmental impacts of locating development in areas susceptible to hazardous conditions (e.g., floodplains, coastlines, wildfire risk areas), including both short-term and long-term conditions, as identified in authoritative hazard maps, risk assessments or in land use plans, addressing such hazards areas**.

Table 1 below identifies places in the DEIR where it could be reasonably expected that another trustee or responsible agency could be relied upon to not only require, but enforce such measures.

Table 1. Environmental Resource Comments and Inconsistencies with the CEQA Statute and Other Issues

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other Issues
DEIR SECTION: WATER QUALITY			
3.2 Water Quality			
<p>Data relied upon for the water quality analysis is too old to adequately assess existing conditions of the project area. The information relating to total phosphorus, total nitrogen, dissolved oxygen, pH, inorganic and organic matter, sediment contaminants, and aquatic biota contaminants is all over ten years old and does not represent the current environment, particularly given alterations in climate and surrounding land uses.</p>			
3.2.5.1 Water Temperature			
<p>The Klamath River Water Quality Model (KRWQM) includes the assumption that all waters that enter the state of California are fully compliant with applicable Total Maximum Daily Loads (TMDLs). That is, the model assumes that reservoir conditions and waters that flow into California meet all water quality standards for water temperature, organic enrichment/dissolved oxygen, nutrients, pH and microsystems. As such, the effects of dam removal on the TMDL target constituents are underestimated, since it's likely that the TMDLs will not be being met upstream. The DEIR then states: "dam removal would rapidly and substantially move the Hydroelectric Reach towards achieving California TMDL Compliance." This is disingenuous, as it relies heavily on the improper and unsupported assumption that waters entering California will be TMDL-compliant. It also ignores the short term effects and the consequence of sending a huge, contaminated debris flow that will end up downstream of the Hydroelectric Reach, the Klamath River estuary, and the Pacific Ocean. The DEIR should analyze water quality constituents without assuming TMDL compliance upstream.</p>			<p>The KRWQM model notes that removal of the dams would increase water temperatures in the spring, with climate change possibly resulting in a 1.8°F to 5.4°F increase in water temperatures. With increases in temperatures between 1.8°F to 5.4°F, conditions for spring spawners and adult/juvenile migration would potentially be worse than with the dams in place, as the dams are able to release deeper, cold water during the spring and summer months. Also, for the Middle and Lower Klamath, Estuary, and Pacific Nearshore environment, the KRWQM predicts warmer water during April through August (migration/spring spawning) and warmer (4–18°F) water during August through November (fall spawning time). The DEIR should consider the negative effects of warmer water on migrating and spawning salmonids.</p>
DEIR SECTION: AQUATIC RESOURCES			
3.3.2.1 Fish Species, Green Sturgeon			
			<p>If barriers are removed to allow upstream access by <i>Oncorhynchus mykiss irideus</i> (steelhead), the potential effects of this subspecies on <i>O. mykiss newberrii</i>, and vice versa, needs to be analyzed in the DEIR. Hatcheries have had a large influence on the genetic structure of salmonids in the basin, and thought should be given to how restoring upstream passage may affect the resident trout population.</p>

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
			<ul style="list-style-type: none"> - "In addition, non-native stocks of <i>O. mykiss</i> have been widely planted in the basin, and large hatcheries exist on both the Klamath (Iron Gate Hatchery) and Trinity (Trinity River Hatchery) rivers. The extent of their genetic impact on wild, naturally-spawning, <i>O. mykiss</i> is not known." (Pearse et al 2007)
<p>3.3.2.1 Fish Species, Lost River and Shortnose Sucker</p> <p>California Fish and Game Code 2081.11 states that "(a) The department may authorize, under this chapter, the take or possession of the Lost River sucker (<i>Deltistes luxatus</i>) and shortnose sucker (<i>Chasmistes brevirostris</i>) resulting from impacts attributable to or otherwise related to the decommissioning and removal of the Iron Gate Dam, Copco 1 Dam, Copco 2 Dam, or J.C. Boyle Dam, consistent with the Klamath Hydroelectric Settlement Agreement, if all of the following conditions are met:</p> <ul style="list-style-type: none"> - (1) The department determines the authorized take will not jeopardize the continued existence of the Lost River sucker or shortnose sucker. - (2) The impacts of the authorized take are minimized. - (3) The take authorization provides for the development and implementation of an adaptive management plan, approved by the department, for monitoring the effectiveness of, and adjusting as necessary, the measures to minimize the impacts of the authorized take. - (b) This section shall not be construed to exempt the project described in subdivision (a) from any other law." <p>Most work with these species is centered on their status in Upper Klamath Lake and the tributaries that feed the lake. There is no recent information presented addressing the status of the population in the downstream reservoirs. The KRRC cites work conducted by Desjardins and Markle (2000), which was approximately 20 years ago. Desjardins and Markle (2000) indicated that further studies were needed to investigate recruitment of adults and juveniles. Therefore, there is a data gap on the current status of these species in these downstream reservoirs. If adequate recruitment to spawning age is an issue in both the Upper Klamath Lake and downstream areas, it is</p>	<p>In the DEIR, the Resident Fish Panel Expert states that the Upper Klamath Lake populations are self-sustaining. However, both reports from the USGS on adult (Hewitt et al 2018) and juvenile status (Burdick et al. 2018) indicate inadequate numbers of new spawning recruits. Therefore, the Panel's findings are inconsistent with current science on the Lost River and shortnose Suckers. This inconsistency should be acknowledged and discussed.</p>		<p>If the USFWS or other agencies are worried about hybridization of Klamath smallscale suckers (<i>Catostomus rimiculus</i>) with the other sucker species, as detailed in the 2013 Biological Opinion (USFWS 2013), removal of barriers such as J.C. Boyle Dam could allow access of Klamath smallscale suckers to migrate upstream where Lost River and Shortnose suckers more commonly occur. This could potentially increase incidences of hybridization. This is further stated as a concern by Buettner et al. (2006) and others to caution against supporting migration of individuals from Iron Gate and Copco Reservoirs into the Upper Klamath Lake population.</p>

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
<p>improper to sacrifice the downstream population as a “sink population” without adequately understanding and describing the justification (i.e., genetics, current population structure). As stated in the U.S. Geological Survey (USGS) Report (Hewitt et al 2018), “Despite relatively high survival in most years, we conclude that both species have experienced substantial decreases in the abundance of spawning adults because losses from mortality have not been balanced by recruitment of new individuals.” Furthermore, this position is reflected in another USGS Report (Burdick et al. 2018), which states: “Upper Klamath Lake populations are decreasing because adult mortality, which is relatively low, is not being balanced by recruitment of young adult suckers into known spawning aggregations. Most Upper Klamath Lake juvenile sucker mortality appears to occur within the first year of life.”</p>			
<p>3.3.2.2 Physical Habitat Descriptions, Shortnose Sucker and Lost River Sucker</p>			
<p>The USFWS logic in the 2013 Revised Recovery Plan to not include the downstream reservoirs, downstream of Keno Dam, under Critical Habitat designation for the Lost River Sucker and Shortnose Sucker are based on Primary Constituent Elements. However, data on the population status of the Lost River Sucker and Shortnose Sucker should be updated prior to assuming the sucker populations downstream of Keno Dam are part of a sink population. During sampling in 1998 and 1999, Desjardins and Markle (2000) found all developmental stages of Shortnose Sucker at J.C. Boyle and Copco Dams. The downstream reservoirs, while artificially created, currently provide some level of habitat for these sucker species. In a Joint Press Release dated February 20, 2014 between the USFWS and PacifiCorp (USFWS and PacifiCorp 2014), it is stated that “the majority of remaining affected suckers are not part of reproducing populations since they reside in downstream reservoirs, which are outside of their historic range.” While these suckers may not have been present in these areas prior to dam installation, the installation of dams and the associated reservoirs now provide some level of habitat for these ESA sucker species.</p>			
<p>Potential Impact 3.3-4 Effects on Chinook and coho salmon Essential Fish Habitat (EFH) quality and quantity due to short-term sediment releases and long-term changes in habitat quality and quantity due to dam removal.</p>			
	<p>Similar to Impact 3.3-1, the DEIR concludes that there is no significant impact to EFH with implementation of AQR-1 and AQR-2. However, these mitigation measures (MMs) are directed at species rather than EFH. The impact to EFH occurs even with implementation of mitigation and should be considered significant.</p>	<p>The SWRCB relies on Mitigation Measure AQR-1 – Mainstem Spawning, and Mitigation Measure AQR-2 – Juvenile Outmigration, to reduce impacts to coho critical habitat to less than significant. These measures reduce impacts to the species. Also, the question remains as to why the SWRCB believes that the</p>	

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
		salvaging and relocation of a listed species that is both federally and state-listed as threatened (under the purview of NMFS and CDFW) is enforceable as part of the Water Quality Certification conditions but cannot do the same for other species or habitats (e.g. terrestrial special-status plants or species).	
<i>Potential Impact 3.3-4 Effects on Chinook and coho salmon</i>			
	Essential Fish Habitat (EFH) quality and quantity due to short-term sediment releases and long-term changes in habitat quality and quantity due to dam removal. Similar to Impact 3.3-1, the DEIR concludes that there is no significant impact to EFH with implementation of AQR-1 and AQR-2. However, these mitigation measures (MMs) are directed at species rather than EFH. The impact to EFH occurs even with implementation of mitigation and should be considered significant.	The SWRCB relies on Mitigation Measure AQR-1 – Mainstem Spawning, and Mitigation Measure AQR-2 – Juvenile Outmigration, to reduce impacts to coho critical habitat to less than significant. These measures reduce impacts to the species, and not the critical habitat.	
<i>3.3.5.4. Water Temperature, Middle and Lower Klamath River</i>			
The DEIR states that “cool groundwater spring inputs in the Williamson River and the south side of Upper Klamath Lake would likely provide thermal refugia for the non-migratory juvenile salmonid rearing life stages.” However, this statement overlooks the fact that juveniles will be forced into crowded conditions with many other species of native and non-native fishes and these crowded conditions would likely increase the potential for disease outbreaks. Furthermore, these spring inputs should be counted, identified, and quantified in a way that substantiates this conclusion.	The statement regarding young salmon having the option to feed at night when water temperatures are cooler fails to recognize that the primary feeding times for juveniles is the crepuscular hours and they do not typically feed at night because of low light visibility (Schabetzberger, et al. 2003). Young salmon, not being able to consume adequate amounts of food on a daily basis, will compromise their ability to be fit for migration to the ocean and still experience average survival rates. This data is not taken into account and would conflict with the Proposed Project’s purported benefits to salmonids due to reductions in minimum daily temperatures.		
<i>3.3.5.9 Aquatic Resource Impacts. Potential Impact 3.3-1 Effects on coho salmon critical habitat quality and quantity due to short-term sediment releases and long-term changes in habitat quality and quantity due to dam removal.</i>			
	Significant impacts associated with critical habitat are related to potential effects or impairment of the Primary Constituent Elements (PCEs) within the Action Area of the Proposed Project. The impact determination on critical habitat PCEs includes salvaging and relocating fish. Yet, the DEIR states that the Proposed Project would have no significant impact on coho salmon critical habitat in the short term. This is not accurate.	The SWRCB relies on Mitigation Measure AQR-1 – Mainstem Spawning, and Mitigation Measure AQR-2 – Juvenile Outmigration, to reduce impacts to coho critical habitat to less than significant. These measures reduce impacts to the species. Also, the question remains as to why the SWRCB believes that the salvaging and relocation of a listed species that is both federally and state-listed as threatened (under the purview of NMFS and CDFW) is enforceable as part of the Water Quality Certification conditions but cannot do the same for other species or habitats (e.g. terrestrial special-status plants or species).	
<i>Potential Impact 3.3-7 Effects on the fall-run Chinook salmon population due to short-term sediment releases and long-term changes in habitat quality, habitat quantity, and hatchery operations due to dam removal.</i>			
	Dam removal and fish passage projects in Washington are used as examples of “rapid recolonization” following implementation. These examples are inapposite to the Proposed Project, however, because they included good water quality as a baseline condition. That is not the case here. To the contrary, it		

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
	<p>is unlikely the Klamath River will ever achieve the level of water quality that was achieved in those sample projects. This was recognized by the Chinook Salmon Expert Panel (page 3-301): "While the Chinook Salmon Expert Panel agreed that there was also evidence that potential dramatic increases in abundance associated with potential fish passage upstream of Keno Dam as well, they cautioned that achieving substantial gains in Chinook salmon abundance and distribution in the Klamath Basin is contingent upon successfully resolving key factors that would continue to affect the population, including water quality in Upper Klamath Lake and Keno Reservoir, disease, colonization of the Upper Klamath River Basin, harvest and escapement, hatchery interactions, predation by resident fish, climate change, instream flows, and impacts from dam removal."</p>		
<p><i>Potential Impact 3.3-8 Effects on the spring-run Chinook salmon population due to short-term sediment releases and long-term changes in habitat quality, habitat quantity, and hatchery operations due to dam removal.</i></p>			
<p>On February 8, 2019, the California Fish and Game Commission declared a finding of emergency and statement of proposed emergency regulation relating to the Upper Klamath-Trinity Spring Chinook Salmon. The proposed emergency regulations will make the Klamath River Basin Spring Chinook Salmon a candidate species under the California Endangered Species Act receiving full take protection while the Department of Fish and Wildlife considers a 'threatened' or 'endangered' listing. The DEIR should provide an update to the environmental setting and impact analysis assuming the spring-run Chinook Salmon would be listed under the California Endangered Species Act and provide any mitigation to limit impacts per presumed compliance with an Incidental Take Permit (California Fish and Game Code Section 2081).</p>			
<p><i>Potential Impact 3.3-19 Effects on freshwater mollusks populations due to short-term sediment releases and long-term changes in habitat quality due to dam removal.</i></p>			
	<p>Citing other Klamath River documents, the authors of the DEIR accepts the statement that clams live in buried sediment and therefore are not affected by the sediment loads that will inundate the Klamath River bed. However, studies have shown that organisms like the razor clam can only tolerate single events of additional sediment (12 cm or less) for a short period (Vavrinec, et al. 2007) and events that introduce more than 26 cm of sediment over the top of an existing clam bed can result in greater than 70 percent mortality.</p>		
<p>DEIR SECTION: TERRESTRIAL RESOURCES 3.5.5.1 Vegetation Communities. Potential Impact 3.5-1 Construction-related impacts on wetland and riparian vegetation communities.</p>			

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
Absent a wetland delineation, impacts to wetlands are unknown, avoidance cannot be assured and therefore impacts cannot be quantified.	Potential Impact 3.5-1 is related to construction impacts however, the text goes back and forth between long- and short-term impacts and it is difficult to decipher what is being analyzed as an effect in this section. Discussing the Reservoir Area Management Plan and no net loss of wetlands in a construction impact is confusing.	Mitigation Measure TER-1 provides buffers for avoiding existing wetlands during construction. It is unclear if the SWRCB is relying on the Reservoir Area Management Plan as mitigation for this impact. This should be clarified.	
3.5.5.2 Culturally Significant Species. Potential Impact 3.5-6 Short- and long-term impacts on culturally significant species in riparian and wetland habitats.			
Surveys for these species have not yet occurred so presence and quantification of these species is not known.		The mitigation includes several actions to survey for wetlands and encourage rapid revegetation with native riparian species in the reservoir footprints as defined in the Reservoir Area Management Plan (Appendix B: <i>Definite Plan – Appendix H</i>) to ensure no net loss of wetland or riparian habitat acreage and functions. These measures, however, only address long term impacts, and ignore short term impacts.	
3.5.5.3 Special-status Species and Rare Natural Communities. Potential Impact 3.5-7 Short-term impacts on special-status plants and rare natural communities from construction-related activities			
Surveys for special-status species and rare natural communities should be conducted prior to ground disturbance, but impacts cannot be quantified, or significance determinations made, absent a baseline.	Resources within the construction envelope will be temporarily impacted even with establishment of revegetated areas. This should be considered a significant short-term impact based on the SWRCB's own significance criteria (up to 2 years of loss). The no net loss through re-establishment addresses long term impacts only.	The DEIR indicates that because the SWRCB cannot ensure implementation of the terrestrial aspects of the Final Restoration Plan, it is analyzing the impact in this DEIR as significant and unavoidable. This is improper. It is reasonable to expect implementation of, and compliance with, the plan. <i>Oakland Heritage Alliance v. City of Oakland</i> (2011) 195 Cal. App. 4th 884, 906 cited in <i>Center for Biological Diversity v. Department of Fish & Wildlife</i> (2015) 234 Cal. App. 4th 214, 246. As such, the State Board is obligated under CEQA to require such implementation and compliance as a mitigation measure. Furthermore, a CDFW SAA could be reasonably expected to include conditions to address impacts to special-status plants and rare natural communities.	
DEIR SECTION: FLOOD HYDROLOGY			
3.6.2.3, Flood Hydrology			
Flood frequency analysis for the 10-year to 100-year events was performed for seven USGS gages along the Klamath River. The analysis used a Log-person III distribution method consistent with USGS Bulletin 17B (USGS 1982). The Bulletin 17B methods have been updated to Bulletin 17C. The updated version (Bulletin 17C) replaces statements to acknowledge climate variability and climate change. The peak discharge frequency analysis is should be revised to utilize the updated methods in Bulletin 17C.	The KRRC proposes to work with willing landowners to implement a plan to address the significant flood risk following dam removal for the 36 habitable structures (including permanent and temporary residences) located in the altered 100-yr floodplain between Iron Gate Dam and Humbug Creek. However, the potential impacts to environmental resources, or identification of potentially hazardous materials from relocating, elevating, or other methods to relocate, or remove these structures is not identified. The DEIR should be revised to identify these impacts.	It is unclear whether the proposed Federal Emergency Management Agency (FEMA) 100-year floodplain boundary impact potentially developable lands that would otherwise be outside of the FEMA 100-yr floodplain under existing conditions. Figure 7.7-1 displays structures in the 100-year floodplain following dam removal; sheets 1 of 8, and 3 of 8 show post-dam increases in flood depths that may be within areas with planned developments and may impact private property potential. The impact analysis should include impacts to habitable structures, along with any planned development, private property, or land uses that would allow for future development (or use).	
DEIR SECTION: 3.7 GROUNDWATER			

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
3.7.2.2 Local Groundwater Conditions			
<p>The wells illustrated in Cross-Section A-A', B-B', C-C' (page 3-648+) show wells with water table below the Copco No. 1 reservoir level. This information indicates that the wells may still be recharged from water seepage from the base of the reservoir, not from lateral regional groundwater flow. Drawdown of the Copco No. 1 reservoir may decrease or eliminate the source of groundwater recharge for at least a dozen wells.</p> <p>The data presented for wells near the Iron Gate reservoir suggest that the groundwater table is higher than the reservoir. Drawdown of the surface water within the reservoirs have the potential to impact adjacent groundwater levels, regardless of whether the groundwater water levels are higher or lower than the current reservoir levels. However, the wells with water levels below the reservoir level, i.e., the Copco No. 1 reservoir, may be more reliant on the reservoir as a source of groundwater recharge, and therefore these wells may be more affected by the reservoir drawdown.</p> <p>As the wells are all drilled wells set within fractured bedrock, each well will have a unique response to the reservoir drawdowns, depending on the fracture orientation and hydraulic properties. Each well's sensitivity to the drawdown will also rely on the current well yield and availability of water-bearing fractures. For instance, a low yield well where the recharge is low may be more sensitive to the reservoir drawdown, especially if the well is hydraulically connected to the surface water in the reservoir.</p>			
3.7.3 Significance Criteria			
	<p>"No significant impact" as asserted on Page 3-665, cannot be claimed until drilling occurs to remedy the loss of a well's capacity to serve its intended use.</p>		
3.7.5 Potential Impacts and Mitigation			
	<p>Page 3-665 "Potential Impact 3.7-2 The Proposed Project could interfere with groundwater recharge and adversely affect surface water conditions in the Klamath River" states no significant impact based on the findings of Gannett et al. (2007) where 92 cubic feet per second of groundwater is predicted to discharge to surface water within the reach between Iron Gate dam and the upper reservoirs. However, the well data presented within the DEIR demonstrates a large degree of variability with regard to vertical groundwater flow, where some areas with low water</p>		

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
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levels relative to the reservoir water level may be reliant on the reservoir as a groundwater recharge source. Any significant impact will be determined on a case-by-case basis and should be adequately addressed within the Groundwater Well Management Plan.

DEIR SECTION: WATER SUPPLY/WATER RIGHTS
3.8.3 Significance Criteria

The DEIR concludes that impacts to water supply and/or water rights are considered significant if they result in: (1) Causing unreasonable injury to existing water rights; or (2) Decreasing water supplies beyond what is needed for public health and safety (human consumption, cooking, and sanitation) for the current population.

- These two criteria do not explicitly address resiliency or reliability, which could experience significant impacts, as indicated below.
- The phrase “unreasonable injury” in the first criterion is not well explained. Under California law, the so-called “no-injury rule” (see Water Code, Sections 1702, 1706) can be triggered by almost any change in the point of diversion, place of use, or purpose of use of a water right that causes “injury” to, e.g., another water rights holder. The no-injury rule does not have any “reasonableness” threshold. Perhaps the word “unreasonable” is intended to reference the constitutional reasonable use doctrine (Cal. Const., art X, § 2), but if so, it’s not clear why the two concepts should (or could) be combined together
- The second criterion, including the reference to “public health and safety,” sets an extremely low bar for impacts to water supply/rights. This criterion is unusual, and does not appear to be based on typical or standard water rights principles. It sets much too low of a bar to protect vested property interests or to maintain statutory priorities/preferences for municipal and domestic uses (e.g., Water Code, Sections 106, 106.5) over, e.g., environmental or irrigation uses.

3.8.4 Impacts Analysis Approach

There is inadequate consideration of supply system resiliency or reliability, both of which might experience significant impacts. For example, even if the Lower Klamath Project reservoirs were not designed or

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
	operated as seasonal storage reservoirs to maintain downstream flows (page 3-674), these facilities undoubtedly provide some level of physical capability to store water and control/time releases, which will be lost with dam removal. The DEIR's discussion of coordinated releases during the "extreme drought" of 2014-2015 illustrates this capability (pages 3-678-3-680).		
<i>Potential Impact 3.8-4 Relocation of the City of Yreka water supply pipeline after drawdown of Iron Gate Reservoir could affect water supply.</i>			
	The impacts analysis is not sufficiently detailed to show that Yreka's water rights will not be injured or otherwise impaired in dry or drought conditions. In particular, the analysis does not discuss the total downstream demands with legal priority and/or seniority ahead of Yreka's rights versus the anticipated flows.		
DEIR SECTION: AIR QUALITY			
<i>Potential Impact 3.9.2, Exceedance of the Siskiyou County Air Pollution Control District emissions thresholds in Rule 6.1 (Construction Permit Standards for Criteria Air Pollutants)</i>			
The project is potentially subject to 17 CCR 93105, but lack of detail in the Environmental Setting section makes it difficult to ascertain if the project is subject to this requirement. This should be analyzed and discussed. Additionally, the project must comply with California Health and Safety Code §41700 and §41701 regarding nuisance discharges and opacity limitations. It is unclear whether the project would violate these standards The DEIR should be revised to address this issue.		A significant and unavoidable impact was identified for Potential Impact 3.9-2, Section 3.9.5. Page 3-704 states that "the analysis in this section does not include mitigation to minimize impacts from construction emissions generated by the Proposed Project activities. Since similar minimization measures may be implemented during project construction..." This is in direct conflict with the CEQA Guidelines. A few mitigation measures are proposed in the Air Quality Appendix in Section N.4 (Page N-21 of the air quality Appendix – Appendix N). Additionally, there are numerous dust control measures discussed in 17 CCR 93105 (CARB 2011) and there are other feasible and reasonably achievable dust control measures that could be implemented and should therefore be discussed. Since the project must comply with the requirements of California Health and Safety Code §41700 and §41701 and is potentially subject to 17 CCR 93105 as well as SCAPCD Rule 4.1 and 4.2, it is reasonable to assume that any mitigation measures proposed would be enforceable under these regulations. <i>See Oakland Heritage Alliance v. City of Oakland</i> (2011) 195 Cal. App. 4th 884, 906 cited in <i>Center for Biological Diversity v. Department of Fish & Wildlife</i> (2015) 234 Cal. App. 4th 214, 246.	Impact 3.9-2 was found to be significant and unavoidable, but the analysis does not specify whether the impacts would be cumulatively considerable and does not address whether cumulative impacts would result from the project. Discussion of cumulative impacts of a project is required as stated in section 15130 in the CEQA Guidelines.
<i>3.9.3, Significance Criteria</i>			
Regional haze is discussed generally in a broader context in Section 3.9.3, then in the Potential Impacts and Mitigation Section (section 3.9.5), conformance with the	Note that Section 3.9.1 of the DEIR states that the Area of Analysis includes Siskiyou County as a whole and there are two Class I areas within Siskiyou County as		

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
<p>California Regional Haze Plan is evaluated and there was a finding of no significant impact since the project would be in conformance with the regional haze plan. CEQA Guidelines state in Section 15125(e) that where a Proposed Project is compared with an adopted plan, the Environmental Setting shall contain an examination of the existing physical conditions as well as potential future conditions discussed in the plan. The DEIR should give a more thorough description of the Regional Haze Plan to provide context for the reader, and inform the impact analysis.</p>	<p>well as two associated IMPROVE monitoring stations (TRIN1 and LABE1). Discussion of the IMPROVE monitoring station data should be included in discussion of the Environmental Setting Section for regional haze. Sources that may be used as a basis for discussion of monitoring include the Western Regional Air Partnership (WRAP) Regional Haze Rule Reasonable Progress Summary Report (WRAP 2013), the California Regional Haze Plan (CARB 2009), and California Regional Haze Plan 2014 Progress Report (CARB 2014). Additionally, visibility trends by year and various summaries of light extinction and haze distributions can also be located on the Federal Land Manager Environmental Database (2019) Website under Air Quality Related Values (AQRV) Summaries, Visibility (Colorado State University 2019). Including this information would inform the analysis and how the Proposed Project could affect haze.</p>		
<p>3.9.3., Significance Criteria (contd.)</p>			
	<p>The Air Quality impact section discusses the justification of using stationary source operational emissions "significance thresholds" to assess impacts from the project's construction emissions. These values are taken from Siskiyou County Air Pollution Control District (SCAPCD) Rule 6.1. This rule applies to the levels of emissions above which stationary sources would be subject to implementation of Best Available Control Technology (BACT) and emission offsets. This rule does not apply to construction emissions, but the DEIR states that use of these values is conservative when used to assess construction impacts and then asserts that if emissions from construction were to exceed these thresholds, "an air quality standard" would be violated and a significant air quality impact would result. This creates several uncertainties regarding the analysis. The analysis should be revised to address the following:</p> <ul style="list-style-type: none"> • What precisely is the impact of exceeding these thresholds and what is the "air quality standard" that would be violated? Has this been quantified? The SWRCB should explain why the stationary source "thresholds" are used to assess impacts and what exceedance of these thresholds means in terms of impacts, not just that exceedance of these thresholds results in significant impacts without further explanation. CEQA Guidelines state in Section 15064.7 that "a threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental 	<p>The impact section needs to specify whether fugitive dust is likely to exceed 40% opacity for a period or periods aggregating more than three minutes in any one hour. If so, the project would be out of compliance with SCAPCD Rule 4.1 and would likely require mitigation of construction emissions to reduce the impact of the construction project to comply with this rule.</p> <p>Further, it is unclear whether the emissions will (1) cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, (2) endanger the comfort, repose, health or safety of any such persons or the public, (3) cause or have a natural tendency to cause injury or damage to a business or property? If so, the project would be out of compliance with SCAPCD Rule 4.2 and would likely require mitigation of construction emissions to comply with this rule.</p>	

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	<p>effect, non-compliance with which means the effect will normally be determined to be significant by the agency” and, that thresholds of significance must be adopted by ordinance, resolution, rule, or regulation and be supported by substantial evidence. The “thresholds” used to assess significance in the DEIR document are air permitting thresholds which were not developed for purposes of CEQA’s environmental review process, and do not meet the definition of a threshold of significance. In other words, exceeding this air permitting threshold does not necessarily indicate that a project would cause an air quality standard to be violated and conversely, meeting the air permitting threshold does not guarantee compliance with air quality standards. In addition, the current version of the document clearly does not meet the requirements in Section 15126.2 of the CEQA Guidelines that “direct and indirect significant effects of the project on the environment shall be clearly identified and described, giving due consideration to both the short-term and long-term effects.” Since it is unclear to a reader what precisely the impacts are, the DEIR documentation obviously falls short of the requirement to clearly identify and describe the significant effects of the project on the environment.</p> <p>The language throughout the document and technical appendix refer to these levels of emissions as “significance thresholds,” implying that these values are CEQA significance thresholds developed by the Air District, which is not the case – these are air permitting thresholds. This should be clarified throughout the relevant documentation.</p>		
<p>3.9.4. Impact Analysis Approach</p> <p>Section 3.9.4 describes the impact analysis approach and indicates that emissions have not been quantified since the 2012 EIR/EIS analysis, despite changes to the project. Despite the assertion that a quantitative assessment was made for the analysis, there was by necessity, some qualitative assessment of the likely similarity of impacts from the originally Proposed Project. The approach itself is not necessarily problematic. However, the fact that there were significant impacts found, there was not originally adequate mitigation proposed, and there are several instances where emission calculation software has been updated since the original analysis was</p>	<p>The determination of significant and unavoidable impacts necessitates a more substantial investigation of potential project emissions and mitigation measures. It appears that impact 3.9-2 discussed in Section 3.9.5 was deemed significant and unavoidable based on violation of a quantitative threshold, but quantification of changes to emission rates were admittedly not completed. Additionally, the original emissions quantifications were done in part using CARRB’s OFFROAD 2007 software and CAPCOA’s CALEEMOD version 2011.1.1. There have been updates to these programs (OFFROAD 2017 and CALEEMOD version</p>	<p>The DEIR states that “the current proposal for the Proposed Project lacks sufficient detail concerning construction activities and it is too speculative to determine whether the mitigation measures proposed in the 2012 KHSA EIS/EIR are feasible and enforceable.” Therefore, the analysis assumes that no mitigation would be implemented. At the very least, mitigation measures should be discussed given the finding of a significant and unavoidable impact, it is reasonable to interpret that the project should implement mitigation measures to comply with California Health and Safety Code §41700 and §41701.</p>	<p>There are some obvious flaws and invalid assumptions that were noted in Appendix N, which is based on the quantification of emissions from the 2012 analysis. The text of Appendix N, section N.2.1.5 regarding unpaved road dust states that “natural mitigation” from rainfall occurs but this would only be true over the course of an entire year. It is unclear if this was applied to daily emission rates, but it is safe to assume that the answer is yes, since this is included in the methods section and results are only presented in pounds per day. Applying a</p>

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<p>completed, makes the original emission quantifications and the impacts determination invalid for assessing the potential impacts of the project in the context of the current environmental and regulatory setting.</p>	<p>2016.3.2, respectively) which include changes to vehicle emission factors. It is possible that these software updates could substantially change the outcome of the significance determination. This analysis should be performed, or the State Board should explain why it has not performed it. See <i>Cleveland Nat'l Forest Found. v. San Diego Assn. of Governments</i> (2017) 3 Cal. 5th 497, 515-516.</p>		<p>"natural mitigation" percentage based on annual rainfall information is not appropriate for assessing impacts on a pound-per-day basis which is the basis for the significance determination. The section also claims that "natural mitigation" from rainfall is 76–77% whereas an accurate value would be more like 24 or 23% and, as previously noted, that would only be on an annual basis. Since background documentation and calculations were not available for the purposes of this review, it is difficult to see if there are errors in the calculations and results, or if this is just a misstatement in the text of Appendix N. It would be prudent to redo the analysis based on the new project details and reevaluate some of the faulty assumptions made concerning road dust and verify that the original assumptions in the 2012 analysis are accurate, up-to-date, and appropriate.</p>
<p>3.9.9.2, Criteria Air Pollutants</p>			
<p>In Section 3.9.2 – the Environmental Setting, Naturally Occurring Asbestos should be discussed in more detail. CEQA Guidelines Section 15125(a) states that the Environmental Setting Section should include a description of the physical environmental conditions in the vicinity of the project, which would include whether any portion of the disturbed area will be located in an area where the provisions of California Air Resources Board Airborne Toxic Control Measure under 17 California Code of Regulations (CCR) 93105 (California Air Resources Board [CARB] 2011) are potentially applicable. This regulation is designed to mitigate emissions of naturally occurring asbestos which may be emitted when the disturbed area contains naturally-occurring asbestos, serpentine, or ultramafic rock. Siskiyou County has several areas where ultramafic rock and naturally occurring asbestos have been discovered (Van Gosen and Clinkenbeard 2011), so enough information needs to be included in the Environmental Setting to determine if this rule is applicable.</p>		<p>If the project is found to be subject to the requirements of 17 CCR 93105 and does not obtain an exemption under paragraph (c) 93105, then requirements for road construction and maintenance in paragraph (d) and requirements for construction and grading operations in paragraph (e) apply. These potentially applicable dust control measures are not included as mitigation measures. The DEIR needs to discuss section 93105, including whether an exemption applies, and, if needed, include measures to control fugitive dust emissions from construction activities. This is particularly important because potential impact 3.9-2, discussed in Section 3.9.5 regarding project impacts was determined to be significant and unavoidable due in part to emissions of particulate matter (PM)₁₀ and PM_{2.5}. The CEQA Guidelines clearly state in Section 15126.4(a)(1)(B) that each measure available to mitigate an impact should be discussed and the basis for selecting a particular measure should be identified. Note that, if the requirements of 17 CCR 93105 apply, these mitigation measures would be enforceable as described in Section 15126.4(a)(2) of the CEQA Guidelines.</p>	<p>In Section 3.9.2.2 of the Environmental Setting regarding Criteria Air Pollutants, National Ambient Air Quality Standards (NAAQSs) are mentioned, but California Ambient Air Quality Standards (CAAQS), which are more stringent for certain pollutants, are not discussed. CAAQS should be added to the discussion.</p>
<p>DEIR SECTION: GREENHOUSE GAS EMISSIONS</p>			
<p><i>Potential Impact 3.10-1 Generation of greenhouse gas emissions, either directly or indirectly, that would exceed 10,000 MT CO₂e</i></p>			
<p>Section 3.10.4 describes the impact analysis approach and indicates that emissions have not been quantified</p>	<p>The impact being evaluated is whether the GHG emissions from the project, direct or indirect, would</p>		

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<p>since the 2012 EIR/EIS analysis, despite changes to the Proposed Project. The State Board should either perform a new analysis to quantify emissions or explain why it has not performed such an analysis. See <i>Cleveland Nat'l Forest Found. v. San Diego Assn. of Governments</i> (2017) 3 Cal. 5th 497, 515-516. Furthermore, in addition to the deficiencies in the GHG emission quantification methodologies discussed above, it seems strange that only the direct construction emissions are assessed based on a quantitative threshold, but the ongoing indirect impacts are only assessed qualitatively. It would be more appropriate to use the 10,000 MT threshold of significance to evaluate the indirect impacts since those are likely to occur over a longer timescale. The 10,000 MT CO₂e threshold was developed to assess operational impacts (ongoing sources of emissions) so use of this threshold is more conducive to evaluate the lasting impacts of non-renewable power generation than construction emissions. Typically, construction emissions are amortized over the life of the project in order to assess impacts, or some other qualitative means of assessment are used.</p> <p>Additionally, the original emissions quantifications were done in part using CARB's OFFROAD 2007 software and CAPCOA's CALEEMOD version 2011.1.1. There have been updates to these programs (OFFROAD 2017 and CALEEMOD version 2016.3.2, respectively) which include changes to vehicle emission factors. It is possible that these software updates could impact the significance determination since impacts for these emission sources are being assessed quantitatively in the DEIR. It would be prudent to redo the analysis based on the new project details and make a good-faith effort to quantify all direct and indirect emissions of GHGs resulting from the project in accordance with the CEQA Guidelines.</p>	<p>exceed 10,000 MT CO₂e. Yet, this question is simply not answered with respect to indirect emissions. Instead, on page 3-727 the replacement of the hydroelectric energy is discussed, and it is stated that 65 MW of electricity, 52% of the Lower Klamath electricity production, would be replaced with electricity generated from a resource mix which would be majority non-renewable. It is then stated that over the next 20 years this would be offset by PacifiCorp (which provides power to multiple states) increasing the renewable source electricity generation. Though it is true that generally, PacifiCorp will be replacing non-renewable sources with renewable sources in coming years, this is not an impact of the Proposed Project. Therefore, it is inappropriate to frame the impacts assessment of the Proposed Project within the context of PacifiCorp's long term, broad goals, which have no bearing on the impacts of this individual project. The fact is that the Proposed Project will likely result in 65 MW of 100% renewable energy being replaced with 65 MW of some mixture of non-renewable and renewable energy and the impacts of this must be assessed based on likely power generation portfolios over the short and long term.</p> <p>PacifiCorp's Integrated Resource Plan is cited in the DEIR and therefore, it follows that a good faith effort could be made to determine what mixture of resources would be representative for the replacement of the hydroelectric power generation (or reasonable assumptions could also be made based on the Renewable Portfolio Standard goals) over the short and long term. To adequately convey the impacts of this project to the public, an attempt to quantify the increase in GHG emissions from non-renewable sources that would be required to replace the 100% renewable energy source of the dams must be made.</p>		
<p>3.10.4 Impact Analysis Approach</p>	<p>In the Impacts Analysis Approach Section 3.10.4, it is specified that there were "minor" changes between the 2012 EIS/EIR analysis and the Proposed Project, primarily due to timing. However, there are no statements specifying whether the emissions of greenhouse gases will increase, decrease, or stay the same. This analysis should be added.</p>		
<p>3.10.4 Impact Analysis Approach (contd.)</p>	<p>In Section 3.10.4, page 3-722, it is stated that "It is likely that sulfur hexafluoride (SF₆) would be released during deconstruction because the circuit breakers</p>		

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	<p>from the power facilities would be emptied. Although SF₆ has a relatively high GWP, sufficient data was not available at the time of this writing to quantify emissions”.</p> <p>Not only does SF₆ have a “relatively high GWP”, it has the highest global warming potential (GWP) of any compound quantified by human-kind. SF₆ has a lifetime of 3,200 years in the atmosphere (Blackman, Averyt, and Taylor 2016), and a GWP of 23,500 over a 100-year time horizon (IPCC 2014). Based on this GWP value, just one pound of SF₆ released is equivalent to over 10.7 metric tons of carbon dioxide equivalent (CO₂e). Therefore, a good-faith effort must be made to quantify these emissions particularly since charge sizes for gas insulated switchgear equipment rated 50 kV or more can range from hundreds to thousands of kg per installation, and low voltage switches contain 1-2 kg per installation (IPCC 1997) depending on the model year. In addition to the 9,455 MT CO₂e already quantified, the emissions from SF₆, depending on the type and quantity of circuit breakers, could easily be exceeded. There is no information provided on the type of equipment in Appendix O or DEIR section 3.10.4.</p>		
3.10.4 Impact Analysis Approach (contd.)			
	<p>One source of emissions mentioned was that currently sequestered organic carbon would be released when sediments including biological material are released from their current anoxic environment upon the commencement of the Proposed Project activities. This was mentioned in the environmental setting, but never mentioned again and the magnitude of emissions were not described or quantified. It should be. Additionally, changes in vegetation associated with construction activities, revegetation efforts, and changes in recreational area extents and locations were not assessed with respect to climate impacts. The impacts due to net vegetation changes and associated changes to carbon sequestration should be described or quantified as deemed appropriate based on a good-faith effort.</p>		
DEIR SECTION: GEOLOGY, SOILS, AND MINERAL RESOURCES			
3.11.4, Impacts Analysis Approach			
<p>Sediment transport modeling was performed from 2002 survey data (USBR 2012), and the volume of sediment transport is assumed to be explicit of sediment volume, as it relies on the rate of drawdown dictated by the hydrology (dry/normal/wet). The volume and spatial</p>	<p>The DEIR acknowledges fine sedimentation as a short-term impact to aquatic resources, anticipating impacts to occur within the first year following the proposed drawdown and dam decommissioning. The DEIR proposes to release flows up to the 10-year recurrence</p>	<p>Potential Impact 3.11.3 notes that reservoir drawdown could result in hillslope instability in reservoir rim area. The geologic assessment and slope stability analysis conducted by KRRC indicated that certain segments along the Copco No. 1 Reservoir rim have a potential</p>	

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<p>extent of sediment transported for the project is based on the USBR 2012 model results. The DEIR proposes to perform sediment jetting to maximize erosion of reservoir deposits; anticipated to mobilize an additional 13–41% of the sediment volume expected to erode during dam removal (DEIR Table 3.2-12). Although the estimated volume (USBR 2012) is predicted through year 2020 based on sediment trapping/sampling for accumulated sediments between the time of survey and proposed actions, inputs from sediment jetting are not considered in the model. The spatial and temporal extents in the USBR 2012 may not adequately describe the additional input of fine sediment.</p>	<p>interval flood. Flows of this magnitude are likely to deposit fine sediment at diversion head gates, tributaries, in side channels, and overbank floodplain habitats, potentially causing vertical and oblique accretion of the floodplain and point bars. Vertical accretion has potential to raise the elevation of backwater habitats causing for a higher flow to reactivate them. Oblique accretion has potential to enlarge point bars. Vertical accretion may occur at the floodplain fringe where low velocities and backwater areas exist. The DEIR proposes to survey the river bed downstream of Iron Gate to Humbug Creek, and adaptively manage aggradation and tributary barriers by mechanical removal outside of the main channel. The reach between Iron Gate and Humbug Creek is within a narrow and confined valley, the reach exhibits long riffle-runs and deep pools in a canyon section with little to no floodplain that would accrete fine sediments. Reaches downstream of Humbug Creek are in a much less confined valley and the morphology of the channel is an alluvial meandering channel dominated by riffle-pools, point bars, and an active floodplain. The upstream canyon reach has a higher transport capacity and fine sediment is anticipated to transport out of this reach to downstream reaches. The DEIR does not describe the potential short-term impacts to stream morphology of the lower reaches of the Klamath River. The downstream reaches are more sensitive to changes in sediment loading and flow, and have higher potential for vertical, lateral and oblique accretion of fine sediments. Accretion of sediments may cause short-term impacts to stream morphology, which could potentially lead to long-term impacts. For example, oblique accretion of lateral bars downstream of the Humbug Creek Confluence, has potential to adversely direct the lower stage flows towards the opposite bank, and repositioning of the thalweg. During successional high seasonal flow periods, the channel may take this new thalweg position and exacerbate the erosional forces along the opposite bank. Lateral accretion may also exacerbate the situation, as excessive deposition of fine sediment deposits near the floodplain fringe could grow in with vegetation. Impacts to stream morphology associated with fine sediment accretion downstream of Humbug Creek are recommended to be evaluated and adaptively managed. The downstream reaches have an active floodplain, where excessive fine sediment would</p>	<p>for slope failure that could impact existing roads and/or private property. These areas included 3700 linear feet of slopes along Copco Road and approximately 2800 linear feet of slope adjacent to private property. Up to eight parcels in these areas have existing habitable structures that could potentially be impacted. However, KRRC has only proposed to complete additional field geologic investigation and laboratory testing of material properties to better understand the potential for slope instability in these areas. A future study is not adequate to define the impact and associated mitigation that would be necessary for the project.</p>	

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deposit onto the floodplain and channel bars and have potential to cause impacts to stream morphology.

The reservoir drawdown analysis should be revisited to justify the specified rate of 2 feet to no greater than 5 feet per day for the drawdown. A slower drawdown would likely decrease the episodic nature of the reservoir sediment erosion, pending further analyses on the sediment slope stability

Landslides may be promoted by the drawdown by virtue of the ground water levels within adjacent hillside being out of equilibrium with the lower hydraulic heads produced during the reservoir lowering. The elevated pore pressures produced by the negative stress of the proposed rapid drawdown will create a lower coefficient of internal friction within the soil/sediment, which will enhance the potential for slope failure within the reservoir sediment and adjacent hillside.

3.11.4, <i>Impacts Analysis Approach</i>	3.11.5 Potential Impacts and Mitigation
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As a result Mitigation Measure GEO-1 Slope Stabilization was recommended, which consists of the following (from Page 3-765): "For any large slope failure that occurs during drawdown or the year following drawdown, KRRC will offset potential impacts by implementing the following actions: 1. Move affected structures or purchase affected property, 2.Re-align affected road segments, 3.Engineer structural slope improvements (e.g., drilled shafts or other structural elements that could be installed to resist slope movement), and 4.Revegetate affected areas.

The monitoring period of "only during drawdown or the year following" for potential mass-wasting impacts is not adequate. The potential for landslides will continue beyond that time, until potential stabilization by natural vegetative growth will require longer period of time. Depending on climate and weather events, the period could be extended to five (5) years after the drawdown. The planned monitoring period should be extended, that the slopes at risk in other reservoirs be monitored, and that the engineering solutions could be more aggressive.

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<p>3.12 Cultural Resources</p> <p>The DEIR cultural resources section relies upon records searches conducted as part of the Klamath Hydroelectric Project Relicensing (FERC 2007) and 2012 EIR/EIS studies (PacifiCorp 2004 and Cardno Entrix 2012), with an updated records search in 2017 by KRRC which included the study area from the Oregon-California state line downstream to Humbug Creek. In addition, KRRC conducted a heritage search at the Klamath National Forest in 2017. However, the DEIR does not indicate whether archaeological surveys have been conducted as part of this project to identify resources within the Area of Analysis which may not be previously recorded. In section 3.12.2.3, the DEIR states “The majority of the past surveys involve pedestrian field survey and cultural resources monitoring. Overall, an estimated 8,189 acres of federal, state, and/or private lands have been previously surveyed within the records search area and except for some proposed disposal sites, encompasses the current boundaries of the Proposed Project.” This language is not clear on the extent to which the study area has been subject to intensive pedestrian survey or how recently those surveys were conducted. Generally accepted professional practice is that areas that have not been surveyed within the past 5-10 years should be resurveyed to ensure adequate identification efforts. Site records should be updated to record current conditions and integrity of previously recorded resources. Changes in environmental conditions over time can lead to changes in visibility allowing for the identification of resources; the same environmental factors can change the condition and integrity of known cultural resources as well. The Cultural Resources Plan (attached to the Definite Plan but not to the DEIR) suggests that a survey was conducted in 2004; such survey is now 15 years old and should be updated. The DEIR should be revised to include detailed information on the timing, coverage, and results of the pedestrian survey to identify archaeological resources.</p>	<p>The DEIR discussed KRRC’s updated records search at the Northeast Information Center of the California Historical Resources Information System (CHRIS) which was conducted in 2017. This 2017 updated records search included the study area from the Oregon-California state line downstream to Humbug Creek. Appendix L of the Definite Plan indicates that an expanded records search was conducted in 2018 for an area encompassing a 0.5-mile wide zone on either side of the Klamath River from below Humbug Creek to the mouth of the river at the Pacific Ocean. Appendix L of the Definite Plan indicates that the results of that 2018 expanded records search would be incorporated into future reports. If downstream cultural resources in that zone have the potential to be affected by the Proposed Project, then those records search results should be incorporated into the DEIR and that area should be considered part of the Area of Analysis for the DEIR. Some of those records would be on file with the Northwest Information Center at Sonoma State University which houses records for Del Norte and Humboldt Counties. Consideration of potential project impacts to downstream historical resources and tribal cultural resources is critical.</p>		<p>The document does not include any discussion of whether resources might qualify as “unique archaeological resource” under PRC § 21083.2. It should be revised to do so. It only mentions archaeological resources as California Register of Historical Resources (CRHR)-eligible historical resources or as tribal cultural resources.</p>
<p>3.12.2.2 Historic Period</p> <p>In the section labeled “Historical Landscape Analysis” on page 3-813, it is not clear whether a historical landscape has been identified which warrants consideration as a historical resource under CEQA. The DEIR needs to be clear if the project area is considered a historical landscape, which should then potentially be considered as a historical resource under CEQA.</p> <p>3.12.5, Potential Impacts and Mitigation</p>			

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	<p>Table 3.5-3 in Appendix W lists previously recorded archaeological sites and built environment resources and indicates their National Register of Historic Places (NRHP) eligibility status. Under CEQA, resources that are eligible for listing in the CRHR are also historical resources for which impacts must be analyzed. The DEIR needs to describe whether there are resources which are CRHR eligible or eligible for local listing but not NRHP eligible (also known as "CEQA only" resources). If so, these would not be addressed in the Historic Properties Management Plan (HPMP) under development by KRRC for FERC to comply with Section 106 (because such resources would not be historic properties under Section 106). The DEIR does not identify such resources or address mitigation of impacts related to those resources.</p>	<p>Mitigation Measures TCR-1 through TCR-3 refer to development of an HPMP which will include a Tribal Cultural Resources Management Plan (TCRMP), a Looting and Vandalism Prevention Program (LVPP), and an Inadvertent Discovery Plan (IDP). However, as disclosed under discussion of Impact 3.12.5.2, FERC and KRRC are initiating the development of these plans under the Section 106 process and "the State Water Board cannot require their implementation." It's not acceptable to defer mitigation during future consultation processes under CEQA (CEQA Guidelines Section 15126.4(a)(1)(B)). Mitigation measures, and their effect on the impacts of the project, should be clearly stated in the DEIR for consideration by stakeholders, the public, Native American Tribes, and others.</p>	<p>The impacts analysis considers impacts to tribal cultural resources, built environment historical resources, and historic-period archaeological resources. There is no discussion relevant to prehistoric archaeological sites which may be CRHR eligible (and therefore historical resources under CEQA) but which may not qualify as tribal cultural resources. The DEIR should be revised to include this discussion. Not all prehistoric sites are Tribal Cultural Resources (TCRs).</p>
3.12.5. Potential impacts and Mitigation			
		<p>There is no mitigation measure that outlines what the HPMP will include. It is referenced somewhat under MM TCR-1, but it should be described in greater detail in an MM of its own and should be referenced under Potential Impacts 3.12-13, 3.12-14, 3.12-15, and 3.12-16 (as well as others). For example, it is not clear whether pre-construction data recovery would be implemented for eligible historic archaeological sites that cannot be avoided by the project. Under CEQA, avoidance and preservation in place are the preferred forms of mitigation for archaeological sites. When avoidance is infeasible, a data recovery plan should be prepared to provide for the systematic recovery of scientifically consequential information from the site (CEQA Guidelines, Section 15126.4). There is no mention of data recovery in the entire DEIR document.</p>	
<i>Potential Impact 3.12-11 Facilities removal would result in significant impacts to Copco No. 1 Dam, Copco No. 2 Dam, and Iron Gate Dam, their associated hydroelectric facilities, and the Klamath River Hydroelectric Project District as a whole.</i>			
		<p>Under Potential Impact 3.12-11, the DEIR discusses impacts to Copco No. 1 Dam, Copco No. 2 Dam, Iron Gate Dam, and their associated hydroelectric facilities, as well as the Klamath River Hydroelectric Project District as a whole. No mitigation measures are listed relative to this impact in Section 3.12.5.2 or in Table ES-1. The text of the impact discussion mentions that restoration, adaptive re-use, and relocation are all not feasible. It references "inclusion of documentation measures in conformance with the Secretary of the Interior's guidance" but does not specify what this would entail. The text references "KRRC's proposed mitigation measure" but no MM for this impact is</p>	

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included. Typical mitigation for demolition of an eligible resource includes documentation according to Historic American Buildings Survey (HABS) or Historic American Engineering Record (HAER) standards. While such documentation typically does not reduce impacts to less than significant, additional MM can also be crafted. In fact, CEQA requires that all feasible mitigation be undertaken even if it does not mitigate below a level of significance. Such measures might include preparation of interpretive signage, development of public school curriculum related to the historic themes specific to the resource in question, preparation of a historic context document for the county or region in question or related to historic themes specific to the resource, preparation or funding of museum exhibits, or other appropriate strategies.

DEIR SECTION: AGRICULTURE AND FORESTRY RESOURCES
Potential Impact 3.15-4 Other changes in the existing environment that could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use.

Potential Impact 3.8-2 in the Water Supply/Water Rights section describes the potential for less water to be available to users (including for irrigation of agricultural lands) as a result of the Proposed Project, as some Klamath Irrigation Project deliveries are made to California users. These same users turn to groundwater pumping when there are surface water shortages; however, there are ground water management plans that must be implemented by 2022 and may adjust sustainable pumping levels. Some farms may not be able to afford, or have the ability, to pump groundwater during dry years, which could result in the indirect conversion of Farmland to a non-agricultural use.

DEIR SECTION: POPULATION AND HOUSING
Potential Impact 3.16-2 Displacement of substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

As provided in Section 3.11.5 on page 3-762 of the Geology, Soils, and Mineral Resources section of the DEIR and described in Appendix B: Definite Plan, the geologic assessment and slope stability analysis conducted by KRRC indicated that certain segments along the Copco No. 1 Reservoir rim have a potential for slope failure that could impact existing roads and/or private property. These areas include approximately 3,700 linear feet of slopes along Copco Road and approximately 2,800 linear feet of slope adjacent to private property. Up to eight parcels in these areas have existing habitable structures that could potentially be impacted. The Population and Housing section of the DEIR neglects to consider potential impacts to these

MMs need to be included when this impact analysis is remedied.

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	residences.		
<i>Potential Impact 3.16-2 Displacement of substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere (contd.).</i>			
	Section 3.16.2 of the Population and Housing section of the DEIR note that 36 residences would be affected by changes in the FEMA 100-year flood elevations resulting from the removal of Iron Gate Dam. As described on page 3-632 in Section 3.6.5.2 of the Flood Hydrology section of the DEIR, the change to the 100-year floodplain inundation area would pose significant flood risk to these 36 residences, resulting in the possibility that these structures would be relocated. The Population and Housing Section should consider the Proposed Project's effect on these 36 structures together with the 8 residences vulnerable to landslide as a result of reservoir drawdown.	MMs need to be included when this impact analysis is remedied.	
<i>Potential Impact 3.16-2 Displacement of substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere (contd.).</i>			
	Property owners with residences in locations that have views and/or recreational access to the reservoirs could feel discontented by the change from a flatwater aquatic environment to a riverine environment. As a result, the Proposed Project could cause population in the area to decrease, as property owners could conceivably decide to relocate to another location that supports a more favorable perceived aquatic environment. Additionally, the loss of dam operating revenue that would result from the removal of the dams, and loss of tax revenue, could impact the quality of education in the long run. A decline in the quality of education could cause current households to relocate outside the County in search of better educational opportunities. The Population and Housing section of the DEIR should discuss the potential fiscal effects associated with a declining population and loss of tax revenue and the implications this may have for public school enrollment and the quality of education. In addition, the DEIR should consider the relocation of these households, and the need for replacement housing elsewhere, which may be associated with indirect displacement as a result of discontent.		
DEIR SECTION: PUBLIC SERVICES			
<i>Potential Impact 3.17-1 Increased public services response times for emergency fire, police, and medical services due to construction and demolition activities.</i>			
	This analysis should be revised to include a discussion of impacts to emergency services due to an increased work force.		
<i>Potential Impact 3.17-2 The Proposed Project's elimination of a long-term water source for wildfire services could substantially increase the response time for suppressing wildfires.</i>			
	The Proposed Project would result in the removal of three readily available water sources, not one as is stated. This should be corrected.	The <i>Definite Plan, Appendix C-01, Fire Management Plan</i> should identify additional permanent water sources that emergency services (specifically, helicopter	

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	<p>It states, "The removal of the reservoirs could increase the turn-around time for helicopters or ground crews refilling with water for fire abatement purposes." Yet, the next two sentences conflict with this statement saying that it would not be changed, because the river will still be there, and other reservoirs are available. These sentences need to be made consistent with each other.</p> <p>In addition, the impact analysis fails to quantify the increase in turnaround time for helicopters due to the loss of reservoirs (e.g., two minutes is very different than 30 minutes). Furthermore, although the impacts is determined to be significant and unavoidable, given the potential devastating wildfire implications of implementing the Proposed Project, some quantification of the impacts should be made for the public and wildfire fighting agencies.</p>	<p>water tankers) could use for wildland fire fighting, readiness, and prevention. Stating the Klamath River, where it flows freely within the former reservoir footprints could be used for as source of water to fight wildland fire is far too speculative. Topography and river flow patterns/fluctuations will prevent many locations of the River from ever being used by helicopter. The <i>Fire Management Plan</i> should identify areas where man-made structures are located in areas that are safe and reliable for helicopter water tankers to extract water. Man-made structures such as dip tanks provide a reliable, safe and permanent water source, and could be installed/designed integrated with the proposed dry hydrants.</p>	
<i>Potential Impact 3.17-3 Potential effects on school services and facilities.</i>			
	<p>The impact discussion should analyze the potential for the loss of school-aged children due to residential relocation as a result of lower quality of life for areas around the reservoirs. Also, the loss of dam operating revenue that would result from the removal of the dams could impact the quality of education in the long run. A decline in the quality of education could cause current households to relocate outside the County in search of better educational opportunities for their children.</p>		
DEIR SECTION: RECREATION			
3.20.2, Environmental Setting			
<p>Data used to estimate facility and reservoir use was collected in 2001 and 2002 by PacifiCorp (PacifiCorp 2004) and is approximately 18 years old. It is likely that use levels of these facilities and reservoirs have changed since 2002, as shifts in participation in outdoor recreation has occurred. For example, freshwater fishing across the United States has declined from 43.1 million participants in 2006 to 38.3 million participants in 2017 (RBFF and OF 2018) while boat ownership increased from 20.5 million in 2009 to 21.2 million in 2012 (RBFF and OF 2013) and overall outdoor participation increased from 41.9% of all Americans in 2006 to 49.0% in 2017 (OF 2018). The State Board should address these shifts in the DEIR; otherwise, it is possible that any impact analysis that relies on this information may not be accurate.</p>	<p>The Significance Criteria for Recreation (Section 3.20.3) include "Changes to or loss of rare or unique recreational facilities affecting a large area or substantial number of people" and "Significant increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated" (page 3-1002). Because the data used to establish baseline use of the facilities and reservoirs associated with the Proposed Project is approximately 18 years old and outdoor recreation participation has changed in the meantime, meaningful analysis of a "substantial number of people" and/or the current and projected levels of use of regional facilities is unlikely.</p> <p>For example, the impact analysis for Potential Impact 3.20-1 states, "Overall, the impacts of construction and</p>		

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	<p>restoration activities are limited in temporal and geographic scope and so would not result in changes to or loss of rare or unique recreational facilities affecting a large area or substantial number of people. Nor would they result in a significant temporary increase in the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated. Tables 3.20-2, 3.20-3, and 3.20-4 show that there are numerous alternative recreational facilities and access outside the area of effect, but within the vicinity. Most of these facilities experience low to moderate use levels and they can accommodate additional users. Recreational users who are temporarily displaced would be able to use these other areas, but they are unlikely to overload the other areas because those areas have sufficient capacity to accept them. Therefore, impacts will be less than significant" (page 3-1006).</p> <p>Without updated facility and reservoir use data, the degree to which displaced reservoir recreationists would affect facilities and reservoirs in the region cannot be accurately estimated.</p>		
<p><i>Potential Impact 3.20-2 Long-term changes to or loss of reservoir-based recreation activities and facilities due to removal of Iron Gate and Copco No. 1 reservoirs.</i></p>			
	<p>Citing from the 2004 PacifiCorp report, the DEIR states "When surveyed on their perception of crowding at the reservoirs, the mean score of respondents was 3.2 (on a 9-point scale from 1—not crowded to 9—extremely crowded), indicating that visitors did not feel overly crowded while participating in recreation activities. Further, approximately 39 percent of respondents had changed their visits to the Lower Klamath Project reservoirs from other lakes in the area to avoid crowding" (page 3-994).</p> <p>The impact analysis for Potential Impact 3.20-2 states "As indicated in the responses to visitor use surveys conducted by PacifiCorp (2004), the reservoirs are popular recreation areas in part because they are uncrowded relative to other lakes in the area and do not require user fees" (page 3-1007), and "...Given that a number of other lakes and reservoirs in the vicinity of the Lower Klamath Project provide similar opportunities for reservoir-based recreation in an uncrowded setting, KRRC's proposal to retain and enhance most existing river access facilities within the Area of Analysis for recreation, and Parcel B land transfer under the Proposed Project that would</p>	<p>The Draft Recreation Plan is included in the impact analysis as contributing to the "no significant impact" determination for reservoir-based recreation. The impact analysis for Potential Impact 3.20-2 states "<i>The Proposed Project includes a Recreation Plan (see Appendix B: Definite Plan – Appendix Q for the Draft Recreation Plan) that would be used to identify new recreation opportunities that offset the proposed removal of reservoir recreation sites as well as the reduction in whitewater boating days resulting from the Proposed Project. KRRC has started an ongoing stakeholder outreach process seeking input from potentially impacted recreation users, operators, managers and administrators, including tribes, state and federal agencies, county agencies and chambers of commerce, local residents, recreation businesses, and public interest groups. The stakeholder outreach process would continue through the development of the Final Recreation Plan, which is scheduled for completion by KRRC in June 2019. The Draft Recreation Plan includes potential recreation opportunities identified in the USBR (2012) Detailed Plan as well as those identified through recent stakeholder outreach</i></p>	

§ 15125. Environmental Setting Issues	§ 15126.2. Consideration and Discussion of Significant Environmental Impacts Issues	§ 15126.4. Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects Issues	Other issues
	<p>potentially allow for additional future river-based recreation opportunities, the Proposed Project would be highly unlikely to result in a loss of rare or unique recreational facilities affecting a large area or substantial number of people. In addition, the KRRC has prepared a Draft Recreation Plan (Appendix B: Definite Plan – Appendix Q) that includes stakeholder outreach, identification of potentially new or modified recreational facilities as well as evaluation and screening criteria, which will further reduce any potential impacts” (page 2-1009).</p> <p>As described in Comment 1, “Changes to or loss of rare or unique recreational facilities affecting a large area or substantial number of people” is one of the criteria for the determination of significance. Because visitor surveys have identified the Iron Gate and Copco No. 1 Reservoirs as uncrowded relative to other lakes in the region, these reservoirs could be interpreted as rare within the region for their low use and uncrowded setting. The analysis focuses on the redistribution of these users to other existing lakes in the region, yet the data and analysis explicitly states that conditions at these lakes were unsatisfactory due to perceived overcrowding under current conditions. It can be anticipated that the loss of reservoir-based recreation on Iron Gate and Copco No. 1 Reservoirs would result in the perception of increased levels of overcrowding at other lakes in the region, despite the reported use of these other lakes being low or moderate.</p> <p>Additionally, as there are few reservoirs within Siskiyou County, California that are of similar size and setting, the Iron Gate and Copco 1 reservoirs could be considered rare within the California region.</p>	<p><i>efforts. The Draft Recreation Plan also outlines preliminary criteria for screening opportunities, including whether each recreation opportunity would: “directly address the recreation impacts generated by the KHSA;” and “directly address or offset changes in the localized reservoir recreation or Hells Corner boating near where the impacts are occurring.” In addition, the Proposed Project includes the transfer of approximately 8,000 acres of real property (Parcel B lands; see also Section 2.7.10 Land Disposition and Transfer) located in Klamath County, Oregon, and Siskiyou County, California, to the respective states (or a designated third party) for public interest purposes, including river-based recreation, open space, active wetland and riverine restoration, and public education (Page 3-1008)” and “Given that a number of other lakes and reservoirs in the vicinity of the Lower Klamath Project provide similar opportunities for reservoir-based recreation in an uncrowded setting, KRRC’s proposal to retain and enhance most existing river access facilities within the Area of Analysis for recreation, and Parcel B land transfer under the Proposed Project that would potentially allow for additional future river-based recreation opportunities, the Proposed Project would be highly unlikely to result in a loss of rare or unique recreational facilities affecting a large area or substantial number of people.”</i></p> <p>The Recreation Plan Update webinar (hosted by KRRC on January 30, 2019) presented an updated Recreation Plan, which consists of eight new or upgraded river access points (four in Oregon and four in California) including (Americans with Disabilities Act (ADA)-accessible facilities where feasible, and recreational access to existing sites during construction where feasible. As stated in the screening criteria, the opportunities presented in the Recreation Plan will “directly address or offset changes in the localized reservoir recreation...near where impacts are occurring.” Restricting the Recreation Plan to eight new or upgraded river access points fail to directly address the loss of flatwater recreation, particularly as reservoir-based recreation opportunities could be considered rare within Siskiyou County, California. For this reason, it is inappropriate to assume that the Recreation Plan would address or offset any impacts to reservoir-based recreation.</p> <p>Additionally, the impact analysis for Potential Impact 3.20-4 states <i>As described previously, the Proposed</i></p>	

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Project involves the development and implementation of a plan to construct new recreational facilities and river access points along the restored river channel between the California-Oregon border and Iron Gate Dam following dam removal activities. Replacement of recreation facilities would not necessarily be “like for like”, but rather would be designed to accommodate similar levels, if different types of use. This would require the creation of new gravel roads and other improvements for vehicle and visitor access to and use of the new river-based recreation sites, which could result in construction-related impacts to the environment, including potential impacts to water quality and historical and/or tribal cultural resources. While new recreation facilities are part of the Proposed Project, the final location, size, and design of the facilities are still under development and will be the subject of subsequent approvals. It is thus too soon to conduct a meaningful environmental analysis of the replacement facilities. However, construction and operation of new recreational facilities would undergo any environmental review necessary for the subsequent approvals, and any impacts of the construction and operation of the facilities would be mitigated, if feasible, to levels that comply with all applicable laws, regulations, and environmental standards. Because this component of the Proposed Project would not be approved until a later date, for the purposes of this EIR the impacts of this component are not significant.” (page 3-1010).

Specific mitigation measures regarding recreation would be determined by FERC through a separate project permitting process. Therefore, it is inappropriate to assume that impacts to recreation would be less than significant without determining what the mitigation measures would consist of.

DEIR SECTION: HAZARDS AND HAZARDOUS MATERIALS

<p>3.21.2, Environmental Setting</p> <p>The government records database searches, consistent with American Society for Testing and Materials (ASTM) E1527 – 13 or ASTM E2247 – 08 should be conducted.</p> <p>Additionally, review of available sediment quality data (<i>Bureau of Reclamation Klamath Sediment Chemistry Report</i> [BOR 2011]) suggests that additional assessment may be warranted to include additional deep-sediment samples, additional Total polychlorinated biphenyls (PCB) analyses (especially from deeper sediments), and</p>		<p>Recommended Measure TR-1 (Section 3.22) should be implemented as an MM, as mentioned previous comments. TR-1 should assess:</p> <ul style="list-style-type: none"> • The use of selective transportation scheduling to identify the least-traveled times on Copco Road for materials transportation; • The use of guide vehicles for transporting hazardous materials/wastes; • The use of busses to transport construction personnel to and from a central location to the 	
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<p>additional Polycyclic Aromatic Hydrocarbons (PAH) analyses so that the detection level, at a minimum, falls between the threshold effect concentration (TEC) and probable effect concentration (PEC) values, instead of greater than the PEC levels.</p>		<p>construction sites; and,</p> <ul style="list-style-type: none"> Development of construction crew housing at a location nearer to the construction sites to reduce traffic volume on Copco Road. <p>Similarly, Recommended Measure PS-1 – Fire Management Plan should be implemented as an MM, and should appropriately assess the feasibility of identifying, improving, constructing, and maintaining an adequate number of pools in the river and restoration areas for use as helicopter water tank filling locations and water sources for ground crews in order to fully mitigate the impact of wildland fire.</p>	

DEIR SECTION: TRANSPORTATION AND TRAFFIC
3.22.5, Potential Impacts and Mitigation

	<p>Section 3.22.5 of the Transportation and Traffic section of the DEIR states that the Proposed Project would include the import and export of construction equipment. Section 3.22.2.2 states that the Proposed Project would include the provision of off-road construction equipment such as cranes, excavators, loaders, and large capacity dump trucks, which would be delivered by tractor trailer vehicles. However, Table 3.22-6 and the analysis of proposed construction-related traffic do not consider vehicle trips associated with equipment delivery. Therefore, the analysis of construction-related vehicle traffic is incomplete and should be revised to consider vehicles trips associated with equipment delivery.</p>	
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Potential Impact 3.22-5 Construction-related activities could potentially substantially conflict with public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities resulting in an increased risk of harm to the public.

	<p>Section 3.22-5 states that non-reservoir-based recreation within the Area of Analysis would still occur but would be dispersed away from the immediate vicinity of Copco No. 1 and Iron Gate and therefore would not overlap with construction traffic. Page 3-986 of the Recreation section of the DEIR indicates that two privately-owned recreation facilities are located within 2.5 miles downstream of the Iron Gate Dam along Copco Road: The R Ranch Klamath River Campground and the Klamath Ranch Resort Blue Heron RV Park. It is reasonable to assume that non-reservoir-based recreation activities associated with these facilities would still occur during Proposed Project construction and would peak during summer months, thereby overlapping with peak construction traffic, contrary to statements in the DEIR. The DEIR should be revised to reflect the fact that these recreational facilities attract</p>	<p>The Traffic Management Plan lacks a strategy to address potential conflicts arising from encounters between construction vehicles hauling oversized equipment, RVs, and vehicles pulling trailers. Recommended Measure TR-1 A-1 also neglects consideration of potential oversized construction vehicle/equipment conflicts. While the DEIR states that construction vehicles hauling oversized equipment would operate under wide load restrictions, no detail was provided about what such restrictions would entail. Accordingly, the final version of the Traffic Management Plan and/or mitigation measures should include a strategy for minimizing potential oversized equipment hazards to recreational motorists. Additionally, the DEIR should clarify what the wide load restrictions entail and elaborate on how these restrictions would reduce safety concerns.</p>
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	large recreational vehicles (RVs) and other recreational motorists that would share Copco Road with construction vehicles hauling exported demolition materials and oversized equipment during peak construction season.		
<i>Potential Impact 3.22-5 Construction-related activities could potentially substantially conflict with public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities resulting in an increased risk of harm to the public.</i>			
	Section 3.23.5 of the Noise Section of the DEIR states that construction activities associated with dam deconstruction would occur during daytime and nighttime hours. The DEIR does not discuss potential hazards from construction related traffic operating during nighttime hours. Further, Recommended Measure TR-1 A-1 and the Traffic Management Plan do not include any traffic control devices and safety features to mitigate potential traffic safety hazards from truck hauling during nighttime hours. The DEIR should discuss potential safety hazards resulting from construction vehicle travel during nighttime hours. In addition, Recommended Measure TR-1 A-1 and/or the Traffic Management Plan should incorporate nighttime traffic control devices and safety features such as warning lights and markings on construction vehicles.	The Traffic Management Plan is a series of "Recommended Measures" as it was deemed unenforceable by the SWRCB; therefore, the Proposed Project will result in significant and unavoidable impacts. As the lead CEQA agency, the SWRCB can require the preparation of a Traffic Management Plan as a condition of approval of the Proposed Project, in order to mitigate significant effects. The SWRCB should use its authority to require, and ensure, the preparation of the Traffic Management Plan in order to reduce the known significant impacts on the transportation system.	
DEIR SECTION: NOISE			
<i>3.23.5, Potential Impacts and Mitigation</i>			
	Section 3.23.5 of the Noise section of the DEIR states that construction activities associated with the removal of the dams would involve two shifts: a daytime shift and nighttime shift. Presumably, construction vehicles would be required during both shifts for transporting waste to off-site landfills and worker commutes. However, construction related peak traffic noise was only evaluated against existing noise levels estimated for the daytime, as provided in Table 3.23-2. Because construction activities are scheduled to occur during nighttime, the DEIR should also evaluate peak construction related traffic noise against existing nighttime noise levels.		
<i>3.23.5, Potential Impacts and Mitigation</i>			
	As described in the Transportation and Traffic section of the DEIR, the Proposed Project involves road, bridge, and culvert improvements. As provided in Appendix K of the 2018 Definite Plan, some of these improvement projects would occur within the vicinity of sensitive receptors. For example, construction access improvements consisting of the installation of a temporary bridge would be established adjacent to the Klamath Ranch Resort Blue Heron RV Park and within		

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	<p>3,400 feet of residences along Tarpon Drive. Construction access improvements consisting of the replacement of the Lakeview Road bridge would be established within 2,600 feet of residences along Tarpon road. Other construction access improvements such as pavement rehabilitation that would occur prior to and/or following dam removal activities would also occur in locations near sensitive receptors. The DEIR should evaluate whether construction noise associated with road, bridge, and culvert improvements would result in short-term increases in noise levels affecting nearby residences.</p>		

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VIA FERC ONLINE

November 2, 2018

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Chairman Kevin J. McIntyre
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

Re: Comments re Definite Plan,
Project Nos. 2082-062 (Klamath Project) and 14803-000 (Lower Klamath Project)

Dear Secretary Bose and Chairman McIntyre:

On behalf of Siskiyou County ("County"), we are writing to express our significant concerns regarding the Definite Plan for the Lower Klamath Project ("Definite Plan") that was submitted by the Klamath River Renewal Corporation ("KRRRC") to the Federal Energy Regulatory Commission ("FERC" or "Commission") on June 28, 2018. The Definite Plan is intended to support KRRRC and PacifiCorp's applications for hydropower license transfer ("Transfer Application") and surrender ("Surrender Application"). Together, these applications propose to transfer, decommission, and remove the four lower Klamath River dams—Iron Gate, Copco I, Copco II, and J.C. Boyle—that comprise the Lower Klamath Project ("Project"). Three of these dams are located within Siskiyou County. The County has, on multiple occasions, expressed its concerns regarding the potential impacts of dam removal on imperiled species, water quality, and the overall health of the Klamath River ecosystem, as well as socioeconomic impacts on the local community. *See, e.g., PacifiCorp*, 162 FERC ¶ 61,236 at ¶ 28 (Mar. 15, 2018). Unfortunately, the Definite Plan fails to adequately address these concerns.

The Commission's review is currently limited to the pending Transfer Application. *Id.*, ¶¶ at 12, 54. Pursuant to 18 C.F.R. §§ 9.2 and 9.3, a transfer application may be approved upon a showing that the proposed transferee is qualified to hold the license and operate the facility, and that a transfer is in the public interest. Typically, the Commission's inquiry is limited to reviewing the transferee's financial, legal, and technical qualifications to continue to operate the Project. *Id.* Here, however, because the Transfer Application is solely intended to facilitate the ultimate surrender and decommissioning of the Project, the Commission must also consider, based on the Definite Plan, whether KRRRC is financially, legally, and technically qualified to effectuate dam removal, including whether it can safely remove Project facilities and adequately restore Project lands. *PacifiCorp*, 162 FERC ¶ 61,236 at ¶¶ 51, 50, 65. Unfortunately, the Definite Plan does not demonstrate that KRRRC is qualified to do so. Rather, as described in detail herein, the Definite Plan is fatally flawed, and does not support a conclusion that KRRRC will be able to undertake the Project as proposed. Specifically, the Definite Plan is deficient in many respects, including that it (1) proposes an unrealistic schedule, in part because it does not

account for adequate environmental review, (2) underestimates the costs associated with the Project, (3) does not adequately manage risk, (4) misconstrues preemption, and (5) substantively fails to address many critical aspects of the Project, including aquatic resources, terrestrial resources, recreation, and fire management. Accordingly, the County encourages the Commission to deny the Transfer Application because the Definite Plan fails to establish that KRRC is qualified to carry out the proposed Project. The County also reserves the right to provide further comments following any additional submissions by KRRC, following release of any work completed by the Independent Board of Consultants, during any forthcoming formal comment periods, and to present our arguments to the Commission before it makes a determination on the Transfer Application.

1. **The Definite Plan's Proposed Schedule is Unrealistic.**

Given the proposed drawdown date of January 1, 2021, and given that the end of 2018 is quickly approaching, the Definite Plan proposes a schedule for the Project that is highly unrealistic, particularly from an environmental permitting standpoint. The overly aggressive schedule appears to be driven by KRRC's desire to make the cost of the Project (discussed below) fit within KRRC's budget. Put another way, if KRRC is forced to push out its timeline to accommodate a realistic Project schedule, the cost of the Project will increase to the point where KRRC lacks sufficient funding. This is clear from the Definite Plan, and is one of its most significant flaws.

Examples of the various permitting processes that are not sufficiently underway so as to allow for the proposed timeline include the following:

- **Endangered Species Act ("ESA").** FERC has initiated informal consultation with the U.S. Fish and Wildlife Service and National Marine Fisheries Service under section 7 of the federal Endangered Species Act ("ESA"), but has not initiated formal consultation. Formal consultation and preparation of a biological opinion takes several months or more. Furthermore, no activity that constitutes an irretrievable commitment of resources can commence prior to completing the consultation process. 16 U.S.C. § 1536(d); 50 C.F.R. § 402.09. If formal consultation is not initiated by early 2019 (and there is no indication in the Definite Plan that this will occur), the ESA process will likely delay the proposed timeline.
- **National Environmental Policy Act ("NEPA").** Further NEPA review, including preparation of a new or supplemental environmental impact statement, is required prior to the Commission making a decision on the Transfer Application. Specifically, the Commission is obligated to commence the NEPA process "at the earliest possible time." 40 C.F.R. § 1501.2(d)(3); *see also* 40 C.F.R. § 1502.5; *Env'tl. Def. Fund, Inc. v. Andrus*, 596 F.2d 848, 853 (9th Cir. 1979) ("This court has also noted that delay in preparing an EIS may make all parties less flexible. After major investment of both time and money, it is likely that more environmental harm will be tolerated."). Failing to commence the NEPA review process until the Commission considers the Surrender Application would constitute impermissible project "segmentation." *See Myersville Citizens for a Rural Cmty., Inc. v. F.E.R.C.*, 783 F.3d 1301, 1326 (D.C. Cir. 2015); 40 C.F.R. § 1508.25(a)(1)-(3); *see also* 40 C.F.R. § 1502.4. Furthermore, categorical exclusions to

NEPA review are not applicable, given the “extraordinary circumstances” of this proceeding, as acknowledged by FERC. See 40 C.F.R. § 1508.4; 18 C.F.R. §§ 380.4(b)(2)(ii), (iii), (iv), (vi), (vii); see also *PacifiCorp*, 162 FERC ¶ 61,236 at ¶ 51. Accordingly, because further NEPA review must occur, and FERC has not yet commenced this process, additional environmental review will likely result in a delay to the Project timeline.

- **Section 404 of the Clean Water Act (“CWA”).** The U.S. Army Corps of Engineers cannot issue a section 404 permit for the Project until after the ESA and NEPA processes are completed. In addition, the Corps must complete its own alternatives analysis under section 404(b)(1). Given the issues identified above, completion of the section 404 permitting process will likely delay the Project timeline.
- **Procurement Process.** Under the proposed project delivery method, KRRC will select the design-builder prior to securing a guaranteed maximum price (“GMP”). Appendix A at 25-28. The designated design-builder will then spend six to nine months studying the Project area before the GMP is determined. *Id.* It is KRRC’s position that the GMP will be determined prior to KRRC’s acceptance of the Project license. *Id.* The timing of this process is entirely unrealistic. KRRC states that it plans to have the design phase begin in the first quarter of 2019. *Id.* This would mean that the entire procurement process, including a request for qualifications, request for proposals, and contract negotiation, would be completed in roughly four to six months. This is highly unlikely, as most procurements of this magnitude take at least twice that long. This also ignores the permitting processes that are likely going to alter the ultimate scope of the Project, including with respect to avoidance and minimization measures. This is yet another example of how unrealistic the timeline for the Project is, and how it will almost certainly result in cost overruns.

These examples are only a few of the regulatory, permitting, and compliance issues that are likely to result in a delay to the proposed Project timeline. Rather than acknowledge the complexities that are involved in obtaining the required approvals, it appears that KRRC is trying to downplay these complexities, while also creating a false sense of urgency to put pressure on FERC to make a decision regarding the pending applications as quickly as possible. The County encourages the Commission to carefully review all Project components, including costs (discussed below), prior to making any decision on the pending applications. In doing so, it will become apparent that the proposed schedule is unattainable. Accordingly, the County requests that the Commission deny the Transfer Application.

2. There is Inadequate Funding to Carry Out the Project.

KRRC’s funding sources are currently finite, with a cap of approximately \$450 million. Definite Plan at 299 n. 26. The current estimated cost of the Project (full dam removal) is \$397,700,000 (80% probability). *Id.* at 304. Using a Monte Carlo analysis, the Most Probable Low estimated cost is \$346,500,000 (10% probability) and the Most Probable High estimated cost is \$507,100,000 (90% probability). *Id.* The Most Probable High estimated cost – which KRRC claims would cover the cost of the Project in 90% of the scenarios – exceeds KRRC’s

current funding sources by \$57 million. This demonstrates that KRRC simply does not have the required funding for the Project.

In addition, other evidence demonstrates that current funding for the Project is inadequate. In October 2012, the "Klamath Dam Removal Overview: Report for the Secretary of the Interior" reported the costs of full dam removal with a 98 percent probability range of \$238,000,000 to \$493,100,000, and most probable cost of \$291,600,000. See <http://www.narlo.org/klamathdamremoval%20USGS.pdf>. In the past six years, the estimated most probable cost has increased by over \$100 million (\$291,600,000 compared to \$397,700,000). If the Project is delayed, for example, by three to six years (which will likely occur, for the reasons set forth above), the cost of the Project can be expected to increase by roughly \$50 to \$100 million or more, which would exceed KRRC's available funding by a significant margin. Notably, KRRC does not have adequate funding to accommodate *any* delay; for this reason alone, its Transfer Application should be denied.

Furthermore, as described below with respect to risk management, it appears that KRRC has not appropriately attributed costs to various risks. As such, it is likely that cost overruns will occur. Indeed, it is well documented that, with respect to large scale infrastructure projects, cost overruns are the rule rather than the exception. In recent years, large projects across asset classes typically experience cost overruns of 80 percent above original estimates. See R. Agarwal et al., *Imagining construction's digital future*, June 2016, available at: <https://www.mckinsey.com/industries/capital-projects-and-infrastructure/our-insights/imagining-constructions-digital-future>. Likewise, with respect to dam projects specifically, recent studies have found that roughly 75% of projects experience cost overruns, with the average increase as high as 96% of the original cost estimate. See S. Lewis, *Study finds big cost overruns on global dam megaprojects*, March 2014, available at: <https://www.enr.com/articles/2394-study-finds-big-cost-overruns-on-global-dam-megaprojects?v=preview>. Thus, given that costs are likely underestimated, and that the timeline is likely overly aggressive (due to, among other things, NEPA processes, ESA permitting approvals, etc.), KRRC's current funding for the Project is inadequate.

The Commission has determined it "require[s] a detailed explanation of how [KRRC] would provide or obtain the funds necessary to decommission and remove the Lower Klamath Project in the event that funds equal to or greater than the maximum cost estimate for the full removal alternative are required." *PacifiCorp*, 162 FERC ¶ 61,236 at ¶ 65. Yet, the Definite Plan does not adequately address potential delays or cost overruns. The Design Contingency is estimated at 10%, and the Construction Contingency is estimated at 20%. Definite Plan at 302. Given that large scale projects typically experience cost overruns of approximately 80-90%, KRRC's proposal is insufficient. Moreover, the only mechanism for addressing cost overruns beyond those contemplated by the Design and Construction Contingency is a meet and confer process through which additional funding sources will be identified and pursued. *E.g.*, Definite Plan Cover Letter, Ex. B (Funding Agreement) at 19. This wholly fails to satisfy the Commission's requirement that KRRC explain how it would obtain additional funding, if necessary.

Finally, the Definite Plan fails to provide adequate funds to address many of the concerns that the County has repeatedly voiced regarding the Project. These concerns include: (1) inadequate funding to compensate the County for the lost revenue stream resulting from a

decrease in property tax revenue; (2) inadequate funding to compensate for Project impacts, including land subsidence, increase of dust in the Project area, and road and bridge improvements; (3) inadequate funding for long-term power replacement stemming from the loss of power generated by the dams; and (4) inadequate funding to compensate landowners for the loss of property/value. KRRC's failure to secure (or even address) funding for these concerns further demonstrates that it has inadequate funding for the Project.

In sum, because KRRC has inadequate funds, including an inadequate contingency plan, to address Project delays or cost overruns, KRRC lacks sufficient funding to carry out the Project. For this reason, the Commission should deny the Transfer Application.

3. The Definite Plan Does Not Adequately Manage Risk.

The Definite Plan's proposed risk management plan is deficient in many respects, including because (1) many components of the plan are uncertain or unknown and (2) many risks are not appropriately characterized in the risk register. For example, the County has identified the following concerns with the proposed risk management plan:

- The Project Insurance Program, which will be an owner-controlled insurance program ("OCIP"), will not be in place until removal work is ready to commence. As such, the precise terms and scope of the insurance program are unknown. This is problematic, as there are no policies and/or precise coverage terms available to review. At a minimum, the Commission should require KRRC to name the County as an additionally insured party under the forthcoming insurance program.
- The Project itself does not appear to have been properly vetted by the industry. The risk management plan states that "risk workshops" will take place at various points throughout the permitting and compliance process, including after the Board of Consultants reviews the Definite Plan. This suggests that, at this time, the industry has not yet reviewed and/or provided input on the proposed Project cost and scope. This seems to deviate from standard industry practice, which would typically involve holding an industry forum early in the process to make sure that a Project proposal is viable. Here, it is unclear whether such industry outreach has occurred. This means that the Project likely includes risks that the industry will find unacceptable. Furthermore, this suggests that the timeline and costs proposed by KRRC are understated and unrealistic.
- The risk register does not appropriately characterize the risks associated with the Project, and does not provide sufficient detail regarding the costs associated with each risk. Of the 103 risks identified, there are zero that are considered to have a 60% or higher probability of occurring. There are only three that have a probability of 40-59% probability of occurring. This seems to inaccurately characterize the likelihood that various risks will occur. For example, Risk No. 35, "Release of hazardous material (other than from construction equipment) to river during construction," is considered "very unlikely" to occur. Given the uncertainties associated with the sediment testing and modeling that has been performed to date, it is apparent that KRRC has downplayed the likelihood of this risk, among others, to a significant degree.

For additional deficiencies in the risk management plan, please see the Technical Memorandum attached hereto as Exhibit 1.

4. The Definite Plan Misconstrues Preemption.

The Definite Plan states that KRRC does not intend to comply with many state and local laws, including California Fish and Game Code sections 1602 and 2081, because they are preempted by FERC's authority under the Federal Power Act. Definite Plan at 38-39. This approach is unacceptable for a number of reasons. To begin with, KRRC as the applicant is not in a position to invoke preemption. The decision whether to do so lies with FERC. And FERC has made it clear that the Project should comply with all practicable state and local legal requirements.

In addition, because the State of California is a party to the Amended Klamath Hydroelectric Settlement Agreement ("KHSA"), KRRC is carrying out that agreement, KRRC officers and board members are appointed by the Governor, and KRRC is reliant on state funding to carry out the proposed action, KRRC is functioning as an arm of the state and engaging in self-governance. As such, its activities are not subject to preemption. See, e.g., *Friends of the Eel River v. N. Coast R.R. Auth.*, 399 P.3d 37 (Cal. 2017).

Further, it is well established that the Federal Power Act does not preempt state and local laws concerning proprietary water rights. Thus, because the County has used reservoir water for firefighting, recreation, and other municipal purposes, dam removal in effect involves a transfer of those proprietary water rights, which precludes preemption. See, e.g., *Cty. of Amador v. El Dorado Cty. Water Agency*, 76 Cal. App. 4th 931, 958 (Cal. 1999).

Finally, while the Federal Power Act occupies the field of hydropower licensing (except to the extent that proprietary water rights are at issue), nothing suggests that FERC's preemptive authority extends to hydropower facility decommissioning. Thus, because decommissioning has a different purpose than licensing, state and local permitting requirements are not preempted by federal law.

In sum, the determination regarding whether the Federal Power Act preempts the application of state law to the proposed action lies with FERC, not KRRC. And FERC has already clarified that KRRC must comply with state and local laws to the extent practicable. Therefore, the Definite Plan should be revised accordingly. Furthermore, the laws that KRRC seeks to circumvent protect, among other things, the critically endangered Lost River sucker and shortnose sucker. The Commission has, in past dam removal cases, and should in this case, require KRRC to obtain all local permits. See *Arizona Public Service Co.*, 109 FERC ¶ 61,036 (2004); *Wisconsin Electric Power Co.*, 94 FERC ¶ 61,038 (2001).

5. The Definite Plan Fails to Adequately Address Critical Aspects of the Project.

There are numerous other Project components that are inadequately addressed in the Definite Plan. Several of these are discussed below.

A. Aquatic Resources

The Definite Plan builds on the population data presented in the 2012 environmental impact statement/report (“EIS/R”) relating to spring and fall run Chinook salmon, Coho salmon, and steelhead. The discussion purports to set forth the most recent 10 years of available population abundance metrics. The County’s concerns include the following:

- Appendix I addresses dam removal benefits and effects on aquatic resources including fish, but it does not reference or describe the findings included in the final reports from expert panels on Chinook salmon, Coho salmon, steelhead, and other resident fish species. In particular, it does not acknowledge the substantial uncertainty associated with benefits of dam removal for salmonids described in the expert reports. By way of example, the report of the expert panel on Chinook salmon noted that the proposed action is likely to substantially increase the range and abundance of redband, which may increase predation of Chinook salmon, thereby reducing or canceling benefits of the proposed action for Chinook salmon. See Klamath River Expert Panel, Chinook Salmon, Addendum to Final Report at 18. This and other points raised are ignored in the Definite Plan.
- With respect to Lost River and shortnose suckers, KRRC proposes to translocate a minimum of 600 and a maximum of 3,000 fish to Tule Lake. Any remaining sucker populations within the reservoirs will be entirely lost due to dam removal. Given the imperiled status of these species, this proposal is inadequate. Furthermore, the KRRC claims that the lower Klamath sucker populations are not viable or self-supporting. This does not seem consistent with the apparent potential that there are in excess of 3,000 suckers in the lower Klamath reservoirs. There is a paucity of empirical research to confirm (or falsify) the claim that the lower Klamath populations are not viable. Furthermore, the County has been, and continues to be, extremely concerned with the State’s passage of AB 2640, which permits the California Department of Fish and Wildlife to authorize the take of suckers resulting from impacts associated with the Project. For further information regarding the County’s concerns, please see Exhibit 2, attached hereto.
- The 2012 EIS/R for the Project included a number of measures intended to protect aquatic resources. In the Definite Plan, KRRC indicates it intends to alter some of those measures and abandon others. For example, in the 2012 EIS/R, the Department of the Interior had proposed fall pulse flows to benefit Chinook and Coho salmon, but KRRC does not intend to provide such fall pulse flows. Appendix I at 93. Likewise, the 2012 EIS/R included a telemetry study, sucker salvage, and release into Upper Klamath Lake to benefit the Lost River and shortnose suckers. Appendix I at 122. But KRRC does not intend to implement these measures. Therefore, KRRC cannot rely on the 2012 EIS/R to establish compliance with CEQA and NEPA.
- With respect to spring run Chinook, the Definite Plan appears to concede that the Project will not, in fact, help spring run populations. Specifically, the only remaining spring run populations occur in the Salmon and Trinity rivers. Thus, KRRC acknowledges that “it is likely that some intervention [beyond the Project] will be

necessary to re-establish spring Chinook salmon populations in the Upper Klamath Basin.” Definite Plan at 226. This is noteworthy because spring run Chinook appear to be the most imperiled of the anadromous species that will be impacted by the Project, and KRRC effectively concedes that the Project alone will not benefit these populations.

For additional deficiencies in the proposed aquatic resources measures, please see the Technical Memorandum attached hereto as Exhibit 1.

B. Terrestrial Resources

KRRC’s proposed measures with respect to terrestrial resources are inadequate. Specifically, the County is concerned that KRRC does not intend to conduct field surveys to determine to what extent listed species will be impacted by the Project. KRRC should be required to conduct such surveys, as this is standard industry practice. In addition, the Definite Plan contains incorrect information regarding threatened and endangered species (presumably because it is based on the 2012 EIS/R, which is outdated). For example, the Humboldt Marten was listed in August 2018, yet the Definite Plan does not list it as a protected species, and does not include any protections for it. This is improper.

For additional details regarding these concerns and others relating to terrestrial resources, please see the Technical Memorandum attached hereto as Exhibit 1.

C. Road Improvements

While the Definite Plan proposes various improvements to address road impacts resulting from the Project, the proposed improvements are inadequate. For example, the County’s Public Works Department has expressed significant concern over the use of Copco Road and other access roads before, during, and after construction. Copco Road cannot withstand the transport of the heavy equipment that is needed for dam removal activities. KRRC should be required to perform a comprehensive assessment to determine what improvements will be needed prior to construction, and what repairs will be needed during/after construction. In addition, Copco Road will not be able to be used for heavy equipment access during the winter months, which will need to be (and currently is not) incorporated into KRRC’s timeline.

For additional details regarding the County’s concerns with respect to proposed road improvements, please see the Technical Memorandum attached hereto as Exhibit 1.

D. Yreka Water Supply

KRRC has proposed three options to replace the City of Yreka’s water supply pipeline. The County’s concerns with KRRC’s proposal are twofold. First, as KRRC acknowledges, the current pipeline is buried in the reservoir bed, and therefore concealed from view. Yet two of the three proposed replacement options involve a new aerial pipeline. As such, at least two of the proposed options are aesthetically inferior to current conditions. KRRC should be required to propose other alternatives that involve a pipeline that is concealed from view. Second, the County is concerned that KRRC ultimately gets to decide which replacement option to select. While KRRC states that it will consult with the City of Yreka, there remains the possibility that

KRRC, due to cost considerations, selects an option that is not acceptable to the City of Yreka. KRRC should be required to obtain concurrence from the City of Yreka before proceeding with a water supply pipeline replacement plan.

E. Recreation Facilities Removal and Draft Plan

Of the 12 recreation facilities currently owned by PacifiCorp within the Project area, KRRC proposes to remove at least nine of them in their entirety. The ultimate disposition of the other facilities is “uncertain.” The County’s concerns regarding KRRC’s proposed recreation plan include:

- KRRC emphasizes that the Project involves the transfer of approximately 8,000 acres of real property located in Klamath County and Siskiyou County to the States of Oregon and California, respectively. This fact, however, does not control the ultimate disposition of that land. While the Amended KHSAs states that the acreage is “intended” to be used for “public interest purposes,” such as fish and wildlife habitat restoration and enhancement, public education, and public recreational access, there is no guarantee that the acreage will be used in this manner. For various reasons, including that the States will bear the cost of how the land is used, managed, and maintained, it is possible that the land will not be used as “intended” in the Amended KHSAs.
- The draft recreation plan is fraught with uncertainty. KRRC has not identified future owners or operators for recreational facilities that could be retained, including Jenny Creek day use area/campground and Fall Creek day use area. See Definite Plan at 261-268. Furthermore, while KRRC has engaged in stakeholder outreach regarding recreational proposals, it does not appear to have made much progress selecting and/or incorporating the proposals into the Project. KRRC has identified various screening criteria that it will use to evaluate the proposals, including the criterion that the proposal be “implementable through available funding.” Thus, due to cost constraints, KRRC could opt to not include *any* of the recreational proposals within the Project scope. It currently appears that KRRC has only committed to providing one whitewater boating area and one access area for fishing. None of the other proposals are currently included within the Project scope, and nothing requires that they be included in the future.

For additional details regarding the County’s concerns with respect to the proposed recreation plan, please see the Technical Memorandum attached hereto as Exhibit 1.

F. Downstream Flood Control Improvements

A total of 34 “habitable structures” are located within the preliminary 100-year floodplain for current conditions between Iron Gate Dam and Humbug Creek. These structures will be subject to an increased risk of flooding following dam removal when compared to existing flood elevations. KRRC states that it will “work with the owners of these structures to move or elevate legally established structures, *where feasible*.” Definite Plan at 270 (emphasis added). The County’s concerns regarding this section are twofold. First, KRRC is not required to remedy flood control issues if it is not “feasible.” It is unclear how such a feasibility determination will be reached, and few details are offered regarding how moving or elevating the structures would occur. Second, KRRC downplays the on-the-ground impacts to the people who reside in the

homes within the newly created floodplain, opting to dehumanize them and characterize their residences as "habitable structures." Among other things, an increased risk of flooding could impact property values and strain the County's flood control resources. None of these issues are discussed or addressed.

G. Fish Hatchery Plan

KRRC proposes to upgrade and fund the operations of the Iron Gate fish hatchery and Fall Creek fish hatchery for a period of eight years following dam decommissioning. Notably, the hatcheries will cease operations and be decommissioned after eight years. This approach is problematic. The fisheries have supplemented the Coho, Chinook and steelhead populations for over half a century. The impact of shutting down the fisheries does not appear to be well understood and is not discussed or addressed in the Definite Plan.

For additional details regarding the County's concerns with respect to the proposed fish hatchery plan, please see the Technical Memorandum attached hereto as Exhibit 1.

H. Cultural Resources Plan

The Definite Plan states that the Klamath River Hydroelectric Project District ("District") is eligible to be listed on the National Registry of Historic Places ("NRHP") for its association with the industrial and economic development of southern Oregon and northern California, but that the California and Oregon State Historic Preservation Offices ("SHPOs") have not concurred with this eligibility recommendation. Appendix L at 16. Concurrence from the SHPOs, and the ultimate status of the District, should be ascertained before dam removal activities commence. In addition, pursuant to section 106 of the National Historic Preservation Act ("NHPA"), KRRC must consult with the SHPOs, tribal historic preservation offices, and other interested parties, to identify historic properties (as defined under section 301 of the NHPA), assess whether and how these properties may be affected by the Project, and formulate a plan to avoid, mitigate, or resolve any adverse effects to cultural and historic sites and resources.

The Definite Plan further states that the NRHP evaluation of traditional cultural properties, sensitive cultural resources, and traditional cultural riverscape was not formalized through consultation with the California and Oregon SHPOs and associated federal agencies, and remains a task for implementation under the Project. Appendix L at 16. This task should be completed well before dam removal activities commence.

For additional details regarding the County's concerns with respect to the proposed cultural resources plan, please see the Technical Memorandum attached hereto as Exhibit 1.

I. Water Quality Monitoring Plan

Water quality monitoring is currently occurring through the KHSA's Interim Measure 15, which requires PacifiCorp to perform monitoring from Upper Klamath Lake to the Klamath River estuary at the Pacific Ocean. Water quality monitoring will continue (although will be modified slightly) until the States of Oregon and California are satisfied that certain water quality standards have been met or three years post-construction, whichever occurs first. The County's concerns with the proposed approach are twofold. First, it is problematic that water quality

monitoring will occur at a maximum for three years post-construction. If further water quality monitoring is needed, there is no mechanism for such monitoring to take place. Second, KRRC cites to various studies to support its conclusion that reservoir sediments in each reservoir are suitable for unconfined, aquatic disposal and that contamination risks from reservoir sediment are unlikely and/or are either lower than with the dams still in place and/or lower than background levels. KRRC ignores, however, that the studies that support this conclusion were performed with inadequate models, and that deeper sediment sampling is needed to better understand the nature of the reservoir sediments.

For additional details regarding the County's concerns with respect to the proposed water quality monitoring plan, please see the Technical Memorandum attached hereto as Exhibit 1, as well as the letters attached hereto as Exhibits 3 and 4, which the County submitted to the California State Water Resources Control Board and the Oregon Department of Environmental Quality in connection with the draft water quality certifications for the Project.

J. Fire Management Plan

In July 2018, the County suffered the Klamathon Fire, which burned over 38,000 acres and destroyed over 82 structures within the County's borders. The Klamathon Fire demonstrates the importance of the local reservoirs not only for firefighting, but also to contain wildfires, preventing the fires from devastating even more of the County's lands. Currently, the proposed fire management plan is deficient in many respects, including because it fails to include a replacement source of water that can be used for aircraft firefighting activities.

For additional details regarding the County's concerns with respect to the proposed fire management plan, please see the Technical Memorandum attached hereto as Exhibit 1.

K. Traffic Management Plan

The current traffic management plan is inadequate to protect the region's citizens, including County residents, from significant disruption during Project implementation. The Definite Plan should be revised to identify, with specificity, best practices with respect to signage, traffic management systems, and dust control.

For additional details regarding the County's concerns with respect to the proposed traffic management plan, please see the Technical Memorandum attached hereto as Exhibit 1.

L. Groundwater Well Management Plan

The Definite Plan's approach to groundwater wells is of particular concern to County citizens that reside near the Copco dams. As drafted, the proposed groundwater well management plan falls short of providing these residents with adequate protections for their groundwater supplies. Among other things, the County requests that: (1) field study results be augmented with groundwater modeling to predict the reservoir drawdown effects on the aquifers within the target area, (2) the impact of the reservoir drawdown on groundwater-fed streams within the target be addressed, as these streams support irrigation and presumably an aquatic ecosystem, and (3) the numerous other springs (besides the spring mentioned near Copco Lake) be catalogued and monitored.

6. CONCLUSION

For the foregoing reasons, the County encourages the Commission to deny PacifiCorp and KRRC's Transfer Application. Please do not hesitate to contact us with questions.

Sincerely,


Ashley J. Remillard
Nossaman LLP

AJR:



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

TECHNICAL MEMORANDUM

November 2, 2018

Natalie Reed
County of Siskiyou
P.O. Box 659
Yreka, CA 96097

Re: Review and Comment on the Definite Plan for the Lower Klamath Project

DEFINITE PLAN

The Definite Plan provides the general overview of the proposed Project (Project). SWCA's specific comments on the Definite Plan are provided below and organized by appendix, chapter, and section.

APPENDIX A: RISK MANAGEMENT PLAN

The Risk Management Plan provides an analysis of the foreseeable risks associated with the Project and describes risk factors, insurance and bonding, strategy for procurement and contracting, and includes a Design and Construction Risk Register which describes perceived risk, the probability of occurrence, and the Overall Risk Rating.

Attachment A. Design and Construction Risk Register. Based on the dam removal experience of SWCA staff, the following risk evaluations appear flawed with respect to the probability of risk and the overall risk rating.

- **Risk 32 - Copco Lake reservoir rim or local slope failure along access roads.** The probability of risk is assessed as low (10–19 percent [%]). However, the impact and probability of slope failure along the access roads should be higher, thus increasing risk weight. Also, the overall rating should be higher than "medium" based on observations of the Condit Dam Decommissioning and Removal Project (PacifiCorp 2012).
- **Risk 41 - Unanticipated non-burial related cultural resources discovered during drawdown.** The risk is assessed as low. However, this risk should be assessed as high, because the area along the historic river channel is culturally rich. (PacifiCorp 2004).
- **Risk 43 - Unanticipated human burial sites discovered during drawdown.** The probability of only 10–19% risk of uncovering human burial sites is not accurate, given the known numbers of burial sites. There is also a substantial chance that there are unknown burial sites that could be discovered during drawdown. (PacifiCorp 2004), For example, an unknown burial site was uncovered at the Tulana Farm Restoration Project at the mouth of the Williamson River in 1998 after a period of high wind and heavy wave action exposed a burial site on the shore of Upper Klamath Lake (F. Shrier, pers. comm. 2018).
- **Risk 45 - Reservoir drawdown impacts water quality more severely than anticipated causing project shutdown.** The assessed overall risk rating of "medium" is not accurate, given the 1.2–2.9 metric tons of sediment present in the reservoirs. The Condit Dam Removal Project (PacifiCorp 2012) and the Marmot Dam

Removal Project (Major, et al. 2012) released a fraction of the projected sediment loads on the Klamath River, but the water quality impacts persisted for months after the initial breach.

- **Risk 46 - Reservoir drawdown results in greater than anticipated erosion at bridges or along channel creating passage barriers.** Based on observations at the Condit Dam Decommissioning and Removal Project, the assessed overall risk of "low" is not accurate for bridges or channel erosion, since both occurred after reservoir drawdown for the Condit Dam. (PacifiCorp 2012). Channel erosion continued along the White Salmon River for more than a year after drawdown, causing the need to stabilize the slopes adjacent to the Northwestern Lake Bridge supports (PacifiCorp 2012). As noted in Appendix K (Road and Bridge Structure Data and Long-Term Improvements) some bridges may require replacement after reservoir drawdown. This indicates that the risk rating should be higher.
- **Risk 48 - Reservoir dewatering and subsequent operations have greater than anticipated effect on groundwater wells.** A probability of 10-19% and an overall rating of "low" is unrealistic and shows an unwillingness to appreciate the true risk.
- **Risk 69 - Limited recovery of fish species of concern.** A risk probability of "unlikely" and an overall rating of "low" is not adequate given the environmental issues identified in Appendix I (Aquatic Resources) and Appendix M (Water Quality Management Plan). The severity of potential impacts to all aquatic species and the overall risk rating should be "high."

APPENDIX D: DAM STABILITY ANALYSES

Appendix D is a technical memorandum containing a dam stability analysis for the J.C. Boyle Dam and Iron Gate Dam prepared by AECOM staff in June 2018. Based on the technical memorandum, the Klamath River Renewal Corporation (KRRRC) developed a drawdown plan, which is set forth in Chapter 4 of the Definite Plan. AECOM's recommendations are set forth below, as well as SWCA's concerns regarding the recommendations and the ultimate drawdown plan.

AECOM recommendations

1. Based on the analyses, reservoir drawdown could be as high as 10 feet per day. However, AECOM recommends that reservoir drawdown be 5 feet per day, except as noted for J.C. Boyle Dam below. Appendix D at 8.
2. It is our understanding that the demolition of J.C. Boyle Dam includes removal of concrete stoplogs within two diversion culverts. The removal of the concrete stoplogs (likely by blasting) will result in drawdown of approximately 10 feet for the first culvert and 8 feet for the second culvert within less than 24 hours. Although we conclude that the J.C. Boyle Dam will perform satisfactorily under these rapid drawdown conditions, AECOM recommends a hold period of one week be implemented between removal of the stoplogs from the first culvert until the stoplogs from the second culvert are removed to allow for pore pressure dissipation. *Id.*
3. The analysis results indicate that no slope instability would result during reservoir drawdown. However, there is a potential for shallow slumping along the upstream embankment slopes due to the potential strength loss of surficial materials during the drawdown. Therefore, AECOM recommends frequent visual inspection during the reservoir drawdown process. If any shallow slumping is observed, riprap can be placed to provide additional resistance. *Id.*

4. AECOM recommends that instrumentation be installed to monitor the upstream slopes during reservoir drawdown for dam removal. The types of recommended instrumentation include survey monuments, inclinometers, and piezometers. Daily readings are recommended to closely monitor if there are any unanticipated slope movements or pore pressure accumulation. AECOM recommends that the instrumentation be installed the year prior to reservoir drawdown. The piezometers would be monitored during reservoir drawdown to confirm that the transient phreatic surface within the upstream shell of the dam falls as the reservoir elevation drops. *Id.*

Concerns regarding drawdown plan

- While the Klamath River Renewal Corporation (KRRRC) has adopted recommendation #2, above, the values given for the amount of water leaving J.C. Boyle Reservoir are provided in cubic feet per second. Definite Plan at 106. This should be revised to reflect the cubic feet per day standard that is used in other parts of the analysis.
- As a precautionary measure, dump trucks loaded with riprap should be onsite at the Iron Gate and J.C. Boyle Dams in case shallow slumping is observed.

APPENDIX E: RESERVOIR RIM STABILITY ANALYSES

Chapter 2. J.C. Boyle Reservoir. For J.C. Boyle Dam, KRRRC concluded that “deep-seated large landslides are less likely.” Appendix E at 16. Therefore, stability analyses for the rim of J.C. Boyle Reservoir are deemed not required to support the preliminary design. *Id.* This is improper; such analyses should be required.

Chapter 3. Copco No. 1 Reservoir. During rapid drawdown, the stabilizing effect of the Copco Dam Reservoir on the slope is absent but the pore water pressures within the slope remains high in materials with low permeability. *Id.* at 34. The high pore pressures in combination with the lack of the stabilizing effect from the reservoir can lead to significantly reduced slope stability. *Id.* However, in Table 3.6, the stability analyses for 17 of the 24 segments are listed as “In Progress.” A complete reservoir rim stability analysis is essential to evaluate environmental impacts of the project, especially at Copco Reservoir, where there is an existing population and infrastructure. This analysis should be performed.

3.4.5 Future Analysis and Investigations.

- Referring to Table 3.6, the report provides:

While the analyses discussed above are still preliminary, the results indicate that certain areas or segments may have the potential for slope instability as a result of the project activities. Some of these segments are below the current reservoir water surface, and slope failures within these segments would not impact existing roads or private property/structures. KRRRC does not propose additional field investigations for these segments.

Id. at 38. If there are known areas of potential slope instability, KRRRC should conduct further analysis to ensure the safety of residents and infrastructure. The conclusion presented is counterintuitive in suggesting that despite the potential for slope instability, there will be no impact.

- KRRRC also concludes that:

Some larger deeper slides are also possible within Copco No. 2 reservoir where submerged higher bluffs exist along the original Klamath River channel. These shallow slides and potential slides along the river channel pose no threat to roads or private property; however, KRRC will monitor these areas during and post-drawdown to assess any potential impact to existing cultural resources.

Id. This paragraph mentions “larger deeper slides” but then refers to “shallow slides.” Again, the conclusion that roads or property will not be affected is not supported by the facts presented. KRRC should explain why the larger slides and shallow slides pose no threat to roads or property.

- KRRC acknowledges that about 3,700 feet of slopes along Copco Road, and about 2,800 feet of slopes adjacent to personal property, may be at risk due to slope failures, including up to 8 parcels with existing habitable structures. *Id.* at 38-39. KRRC states it will “consider” the following actions to offset potential impacts:
 1. For segments along Copco Road:
 - a) Re-align of road segment away from rim slope.
 - b) Engineer structural slope improvements (e.g. drilled shafts or other structural elements that could be installed to resist slope movement).
 2. For segments adjacent to property or structure:
 - a) Move structure or purchase property.
 - b) Engineer structural slope improvements (e.g. drilled shafts or other structural elements that could be installed to resist slope movement).

However, due to the severity of the potential impacts to homeowners, KRRC should commit to more than just “considering” these actions. KRRC should meet with the Siskiyou County Board and the affected Siskiyou County (County) residents to discuss potential compensation and mitigation for losses.

- The evaluation concludes that “based on the low permeability of the diatomite, changing the drawdown rate would have minimal impact on the rapid drawdown stability analysis results. Therefore, KRRC is not proposing to limit the drawdown rate for drawdown of Copco No. 1 Reservoir.” *Id.* at 39. However, this planned drawdown rate for the Copco No. 1 reservoir is inconsistent with the recommendation in the Appendix D, Dam Stability Assessment, which clearly states that the drawdown procedure for Iron Gate and J.C. Boyle dams should proceed cautiously and, at the very least, not exceed 5 feet per day. Appendix D at 8. An analysis supporting the differing drawdown rates across all four reservoirs should be provided.

APPENDIX F: RESERVOIR DRAWDOWN ANALYSIS

Chapter 2. J.C. Boyle Reservoir. KRRC states that the suspended sediment concentrations under the new proposed drawdown procedure are not expected to differ from those previously estimated in the U.S. Bureau of Reclamation’s 2012 Detailed Plan (about 0–8 mg/l). This assumption is likely inaccurate, given that observations of the Condit Dam Decommissioning and Removal Project (PacifiCorp Energy 2012) indicate suspended sediment concentrations exceeding 10,000 mg/l. Appendix F at 17. Page

Chapter 3. Copco 1 Reservoir. KRRC states that the sediment concentrations under the new proposed drawdown procedure are not expected to differ from those previously estimated in the U.S. Bureau of Reclamation’s 2012 Detailed Plan (about 0–200 mg/l). *Id.* at 72. However, it is more likely that suspended sediment concentrations will

exceed the 10,000 mg/l concentrations observed during the Condit Dam Removal (PacifiCorp 2012) since over 100 years of sediment has accumulated in the bottom of the reservoir. For example, the Marmot Dam Removal Project in Oregon, a much smaller project than the proposed Project, also produced suspended sediment concentrations exceeding 10,000 mg/l (Major et al. 2012).

Chapter 4. Iron Gate Reservoir. KRRC states that the sediment concentrations under the new proposed drawdown procedure are not expected to differ from those previously estimated in the U.S. Bureau of Reclamation's 2012 Detailed Plan (about 0–1,000 mg/l). Appendix F at 125. However, sediment concentrations are likely to exceed 10,000 mg/l (PacifiCorp Energy 2012; Major et al. 2012) because all four dams will be removed simultaneously and the Iron Gate Dam monitoring site will measure the sum total of suspended sediments from all four dam sites.

Chapter 5. Flood Frequency Analysis. The drawdown analysis also evaluates flood frequency at each project to illustrate the range of possible peak flows that could occur. However, there is no discussion of the graphs presented and whether the graphs illustrate peak flows after dam removal, during dam removal, or both.

Appendix E should provide greater explanation of the model output and the results under the best and worst water year scenarios.

APPENDIX H: RESERVOIR AREA MANAGEMENT PLAN

The 2018 Reservoir Area Management Plan is intended to replace the 2011 Plan. The 2018 Plan includes updated goals and objectives, new information learned from other dam removal and restoration projects completed since 2011, and project-related details and information not available in 2011.

The Restoration Plan proposes a 10-year restoration timeline which includes 1–2 years for preparation (seed collecting and propagation, invasive plant control, etc.) and five years for plant establishment and monitoring after dam removal. Appendix H at 50. Restoration actions detailed in the Plan include manual sediment removal and grading, enhancement of longitudinal connectivity and habitat quality of tributaries (including removal of fish passage barriers), development of floodplain features (wetlands, floodplain swales, and side channels), channel complexity/floodplain roughness with the addition of large wood habitat features, and revegetation. Sediment jetting with a barge-mounted water jet is proposed during reservoir drawdown to maximize sediment erosion at Copco 1 and Iron Gate Reservoirs, and to reconnect tributaries with the river channel, as needed. SWCA's concerns regarding the plan include the following:

5.5.1 Reservoir Drawdown Sediment Evacuation. KRRC will designate culturally sensitive areas to avoid during grading. Appendix H at 60. Additional surveys should be performed during drawdown to identify cultural resources that may have been previously covered by the reservoir.

5.5.2 Tributary Connectivity. KRRC will inventory barriers to volitional fish passage and rectify as many of these as funding allows. *Id.* at 61. This section should disclose how much funding is anticipated to be allocated for this purpose, and the typical cost for those activities.

5.5.6 Revegetation.

- KRRC should coordinate with the County's Agricultural Department regarding re-vegetation concerns, including with respect to the spread of noxious weeds as a result of dam removal. The County's Agricultural Department is responsible for noxious weed control and has concerns over spreading of seeds and plants through sediment release, and moving seeds outside of normal river banks during flood events. KRRC should address these concerns.
- Both temporary and permanent irrigation will be installed in the riparian bank zone. *Id.* at 80. The plan should address how long the irrigation will remain in place or what criteria would be used to evaluate removal.

Chapter 6. Monitoring and Adaptive Management. Monitoring will be performed using visual inspections, physical measurements, ground photo points, aerial photography, and LiDAR (sediment monitoring). The monitoring plans for sediment stabilization/evolution and volitional fish passage include protocols and indicators, but they lack performance criteria by which success or failure can be measured. *Id.* at 106-108. The plan should include such performance criteria.

APPENDIX I: AQUATIC RESOURCES MEASURES

2.2.1 Fisheries Benefits of Recent Dam Removals in the Pacific Northwest.

- KRRC anticipates that the Project will replicate the benefits of other dam removal projects in the Pacific Northwest. However, studies of the benefits of other dam removal projects lack an evaluation of long term results that only several generations of salmon and steelhead returns can verify. Further, the river conditions at the other dam removal sites discussed in Chapter 2 of the Definite Plan are far superior to the existing conditions of the Klamath River. Superior riverine conditions at the other project locations include pH levels that are near neutral (versus 9.0 or higher on the Klamath River); normal to high dissolved oxygen levels; little to no irrigation withdrawals (Rogue River excepted); clear, cold water without uncontrolled algae blooms; and glacial or spring-fed flow that provides cool and consistent flow during the warm, dry months.
- The Klamath River, upstream of Keno Dam, will not support adult salmon and steelhead survival unless these adults are transported past Keno and Upper Klamath Lake to the Williamson and Sprague Rivers (Huntington et al. 2006). Unless very significant improvements are made to allow fish access and suitable habitat is restored, the chance for successful reintroduction is very low. In addition, success is even more unlikely without strains of salmon and steelhead that 1) can survive the warmer temperatures and poor water quality, 2) return to spawn when the best possible river conditions exist, and 3) outmigrate as juveniles from the upper watershed before river conditions reach lethal levels in the late spring (Huntington et al. 2006).

Section 2.2 Anticipated Project Benefits on the Klamath River Basin Aquatic Resources.

- This section states that Iron Gate Dam blocks access to the Upper Klamath River for three species of salmon, Pacific lamprey, and freshwater mussels. Mussels are not known to migrate upstream, so they should be removed from this statement.
- This section states that the Project will make miles of historic habitat accessible to anadromous salmonids and lamprey. Table 2-3 cites studies indicating that thousands of salmon and steelhead were historically produced in the upper Klamath River and its tributaries. However, the analysis overlooks two key elements of historical habitat:
 - 1) Lower Klamath Lake (which was filled and reclaimed by the US Bureau of Reclamation in the early 1900s) historically stored water from high flows, then released cool water during the rest of the year into the mainstem of the Klamath River, thus maintaining an environment that promoted rearing of juvenile salmon and allowed safe access for returning adults.
 - 2) The vast network of irrigation canals in the Upper Klamath River did not exist when the salmon and steelhead runs were prolific, so there is a large amount of water that no longer flows into the Klamath River. The irrigation return flows that occur now bring warmer water, suspended sediment, and a litany of agricultural chemicals that were not present in the historical habitat.

- This section mentions benefits to fall Chinook salmon only. The Definite Plan appears to concede that the Project will not in fact help spring run populations. Specifically, the only remaining spring run populations occur in the Salmon and Trinity rivers. Thus, KRRC acknowledges that “it is likely that some intervention [beyond the Project] will be necessary to re-establish spring Chinook salmon populations in the Upper Klamath Basin.” Definite Plan at 226. This is noteworthy because spring run Chinook appear to be the most imperiled of the anadromous species that will be impacted by the Project, and KRRC effectively concedes that the Project alone will not benefit these populations.
- This section does not reference or describe the findings included in the final reports from expert panels on Chinook salmon, coho salmon, steelhead, and other resident fish species. In particular, it does not acknowledge the substantial uncertainty associated with benefits of dam removal for salmonids described in the expert reports. By way of example, the report of the expert panel on Chinook salmon noted that the proposed action is likely to substantially increase the range and abundance of redband, which may increase predation of Chinook salmon, thereby reducing or canceling benefits of the proposed action for Chinook salmon. See Klamath River Expert Panel, Chinook Salmon, Addendum to Final Report at 18. This and other points raised are ignored in the Definite Plan.

2.2.2 Water Quality and Water Temperature. KRRC claims that the Project will result in improved water quality, but does not provide a citation that substantiates that claim. The citations provided only address water temperature. KRRC should provide a citation supporting the conclusion that the Project will result in improved water quality and provide a summary of the cited source.

2.2.3 Hydrograph. This section claims that after dam removal, the resulting flow will mimic the natural hydrograph. Unfortunately, the “natural hydrograph,” without a functioning Lower Klamath Lake and with extensive irrigation withdrawals, will likely have lower flows in the summer and early fall than the naturally occurring hydrograph prior to dam construction. The resulting lower flows and higher temperatures may create a barrier to adult fish migrating upstream. This issue should be addressed in the analysis.

2.2.4 Disease. With respect to fish disease, it is not clear that the benefits of the Project outweigh the potential risks.

- This section states that the project is expected to reduce disease impacts to adult and juvenile salmon related to *Ceratanova shasta* (*C. shasta*) and *Parvicapsula minibicornis*. Both of these pathogens are myxozoan parasites that share vertebrate and invertebrate hosts. This section anticipates that the Project will reduce disease by restoring natural channel-forming processes. However, the Definite Plan also states that the existing pools in the Klamath River downstream of Iron Gate Dam, will be filled in with cobble and silt, and that high flow events will eventually scour out the silt and some of the cobble, but the river will not likely return to pre-removal conditions. The existing deep pools harbor cooler water and act as refugia for migrating adults during the warmer months. Since the prevalence of infection is tied to warmer water and to crowded conditions for fish (i.e. with less cool water refugia, adults are likely to crowd into limited space), it seems more likely that disease issues will persist. In addition, *C. shasta* is prevalent in the creeks and rivers upstream of Upper Klamath Lake, so it will be difficult to control the persistence of myxozoans and eliminate the detrimental effects of infestation. (Huntington et al. 2006). At best, resistant strains of salmon and steelhead may eventually evolve, which could take a long time and countless generations before adaptation, if it were to occur at all, could come to fruition. (Huntington et al. 2006).
- Although the Project is expected to reduce fish disease because infected carcasses will be washed downstream, elevated flows may also redistribute the diseased spores throughout a longer reach of the Klamath River. The analysis should address this possibility.

2.3.1 Suspended Sediment Effects: This section anticipates that the Project will release 1.2–2.9 million metric tons of fine sediment downstream of Iron Gate Dam over a two year period. Appendix I at 31. This estimate is likely optimistic, since it assumes that much of the reservoir sediment will remain in place and stabilize. With projected suspended sediment concentrations initially exceeding 1,000 mg/l for weeks, KRRC acknowledges the negative impacts on aquatic organisms will be potentially lethal to salmon eggs and migrating adults, mussels, and lamprey adults and ammocoetes. The duration of high suspended sediment concentrations depends on how much reservoir sediment is initially flushed from each reservoir and the water year conditions that are exhibited during the dam removal year. Therefore, the adverse impacts could last for weeks, as this section projects, or they could persist for months, even years. Therefore, the suspended sediments analysis should also assess the worst-case-scenario and possible negative impacts that have been associated with other dam removal projects, such as Marmot Dam and Condit Dam, where more reservoir sediment flushed downstream through erosion and bank sloughing. (PacifiCorp Energy 2012).

2.3.2 Bedload Effects. The project is expected to initially release high amounts of sand. The proposed mitigation measure is to release flushing flows of 6,000 cubic feet per second (cfs) for days or even weeks. This is not realistic because 6,000 cfs exceeds the peak annual flow for 13 of the past 17 years. Depending on the water year, it may not be feasible to provide the proposed flushing flows. An alternative should be identified to compensate for sand deposition if adequate flows are not available to flush the sand downstream.

2.3.3 Dissolved Oxygen. With the release of reservoir sediments that are rich in organic matter, KRRC recognizes that there will be “depressed” levels of dissolved oxygen due microbial breakdown of the organic material in the sediment (known as biological oxygen demand [BOD] or chemical oxygen demand [COD]). This will make parts of the Klamath River uninhabitable for mobile species, and lethal for aquatic resources that are not mobile such as incubating eggs, freshwater mussels, lamprey ammocoetes, aquatic insects, etc. There should be a thorough analysis performed on the possible extent of BOD/COD and the resulting effects on the aquatic species in the project area.

2.4 Effects Analysis. KRRC should analyze the short- and long-term effects rather than rely on data compiled for the 2012 EIR/EIS. Given the uncertainty expressed over the effects of suspended sediment loads and low dissolved oxygen levels, and other concerns expressed in the comments above, the potentially catastrophic impacts to aquatic species should be analyzed thoroughly.

Chapter 3. Mainstem Spawning:

- KRRC proposes a new measure that is a revision of Aquatic Resources measure 1 from the 2012 EIS/R for mainstem spawning. KRRC has concluded that the updated measure is necessary to offset the short-term effects associated with dam removal on spawning Chinook and coho salmon, and upstream migration of adult steelhead and lamprey. The measure includes the following actions:
 - 1) Evaluate tributary-mainstem confluences in the eight-mile reach from Iron Gate Dam to Cottonwood Creek for two years. If a tributary blockage forms, then efforts will be implemented to remove the passage barrier(s).
 - 2) Evaluate spawning habitat of the hydroelectric reach (Iron Gate Dam to Keno Dam) and newly accessible tributaries. The action identifies a target area of 44,100 square yards of mainstem spawning gravel area and 4,700 square yards of tributary. If this area is not realized following dam removal, then gravel augmentation and retention efforts will be initiated.
 - Action 1 is inadequate because there is no provision to extend monitoring efforts beyond two years. KRRC should be willing to include monitoring and corrective actions until the upstream former reservoir areas are deemed stable.

- With respect to Action 2, only measuring spawning area and supplying gravel to match that total area is inadequate because ideal spawning habitat conditions require more than just suitable gravel. The key elements selected for spawning by anadromous fish include depth of gravel, adequate flow over the surface of the redd and a suitable amount of intergravel flow or upwelling to maintain water quality conditions for incubating eggs and fry. It is possible that, despite efforts to supply 44,100 square yards of gravel, some or all adult salmon may completely bypass augmented gravel sites. It is also possible that even if adults use the augmented gravel sites, eggs or fry may not survive in those redds in the absence of other necessary conditions. The action should address all factors affecting spawning in the mainstem and tributaries, not just gravel supply.
- KRRC also acknowledges here that the Project will result in adverse impacts to approximately 179 tributary-spawning steelhead redds. Appendix I at 36.

The proposed augmentation of seven cubic yards per compensatory mainstem redd is identified as 21 square yards at a depth of one-foot. *Id.* at 39. Typical depths for adult spring Chinook range from 0.8 to 3.3 feet (Moyle 2002), so applying gravel at a depth of just one foot may not be adequate.

3.2 Summary of affected species, project benefits and effects, recent fisheries literature, the 2012 EIS/EIR, and the proposed measure.

- Species identified in the proposed measure (as identified in the 2012 EIS/R) include coho salmon, Chinook salmon (spring and fall run), steelhead (summer and winter run), and Pacific lamprey. Table 3.4 is included below and summarizes the effects on each species. KRRC anticipates that most adults and redds will be protected from the impacts of dam removal since coho salmon typically spawn in the tributaries. As some coho salmon spawn in the mainstem of the Klamath River, KRRC estimates a loss of about 13 redds or 0.7–26 percent of the coho salmon population. This constitutes “take” of the threatened population of coho salmon and their associated critical habitat, which would seem to require a jeopardy determination with respect to those fish under the federal and California ESAs.

Table 3-4 2012 EIS/R anticipated effects summary for migratory adult salmonids and Pacific lamprey

Species	Life Stage	Likely Effects	Worst Effects
Coho Salmon	Adult Spawning	Loss of 13 redds (0.7-26%) ¹	Loss of 13 redds (0.7-26%) ¹
Chinook Salmon - Fall	Adult Spawning	Loss of 2,100 redds (8%) ¹	Loss of 2,100 redds (8%) ¹
Steelhead - Summer	Migrating Adults	No anticipated mortality	Loss of 0-130 adults (0-9%) ¹
Steelhead - Winter	Migrating Adults	Loss of up to 1,008 adults (14%) ¹	Loss of up to 1,988 adults (28%) ¹
Pacific Lamprey	Adult Migration and Spawning	High mortality (36%) ²	High mortality (71%) ²

Source: USBR and CDFG 2012

¹ Range of potential year class loss based on the average number of redds associated with the evaluated population(s).

² The 2012 EIS/R predicted Pacific lamprey mortality based on mortality models developed for suspended sediment impacts to salmonids. Model output did not include the number of predicted Pacific lamprey mortalities.

- Suspended sediment is predicted to cause 100 percent mortality of fall Chinook salmon eggs and fry spawned prior to the reservoir drawdown. That amounts to approximately 2,100 redds based on past redd survey data. Female Chinook fecundity ranges from 4,900 to 5,500 eggs per female (Moyle 2000), so the projected loss (using

5,200 eggs as the median) is expected to be 10,920,000 eggs, about 5 million smolts (50 percent egg-to-smolt mortality) and about 50,000 adults (1 percent return) prior to in-river harvest and prespawn mortality. These mortality rates are assumed based on returns to other basins but most basins that have a mix of natural- and hatchery-produced Chinook salmon have survival rates that are similar to these within a very tight range. The physiological effects of high suspended sediment concentrations on salmon, steelhead and lamprey include stress and respiratory impairment, damaged gills, reduced tolerance to disease and toxicants, and direct mortality. The severity of these effects is influenced by the concentration and duration of suspended sediments, water temperature, water flow, and disease. KRRC assumes that the adverse effects of high suspended sediment concentrations following dam removal will be reduced by the species' tendency to avoid poor water quality conditions and adapt to migrate and spawn in areas other than the mainstem, citing an example from the Elwha Dam Removal Project where adult salmon that primarily spawned in a tributary moved into the mainstem to spawn in greater numbers in the years following dam removal. Appendix I at 49. However, this possibility rests on the assumption that enough alternative habitat with higher water quality conditions exists in tributaries downstream. While that may be the case on other rivers undergoing dam removal where the water quality conditions are superior to conditions in the Klamath River, the amount of suitable habitat in this instance is limited to a few tributaries that already have water quality issues related to flow and high temperature. It is likely that, although adults may survive the Klamath River conditions during the drawdown process, overcrowding into the remaining habitats will result in indirect population losses such as increased infection by pathogens, injuries and death related to competition for desirable spawning space, and reduced survival of eggs that are laid in less desirable locations or exposed by superimposition of redds.

- Juvenile salmon egg incubation for coho salmon is 8-12 weeks (Moyle 2002). If drawdown occurs between January and mid-March, increased turbidity will negatively affect redds in the mainstem. The most recent redd survey data for coho salmon was reported by Magnuson and Gough (2006), who found only 38 coho salmon redds in the mainstem Klamath River downstream of Iron Gate Dam between 2001 and 2005 in the reach from Hornbrook to Happy Camp. Coho redd distribution should be updated and referenced in the Definite Plan.
- Chinook redds seem to be at greater risk. Appendix I at 38. If high sedimentation and discharge is expected from drawdown, this could scour redds and/or fill in redds, effectively wiping out a substantial portion of Chinook redds in the mainstem. Lamprey ammocoetes can move downstream during high discharge if necessary (Grabowski 2010; USFWS 2010).
- When drawdown water is released, flows should be ramped down in a manner to prevent and reduce stranding of ammocoetes and fishes residing in the sediment downstream.

Chapter 4. Juvenile Outmigration. This chapter discusses planned trapping and hauling efforts for approximately 500 coho salmon juveniles before reservoir drawdown between Iron Gate Dam and the Trinity River, which is approximately 150 river miles. It proposes actions to relocate rescued fish to "constructed off-channel ponds," monitor tributary-mainstem connectivity for two years, and monitor water quality in 13 tributaries (e.g., water temperature and mainstem suspended sediments). Appendix I at 53.

4.1.1 Action 1: Mainstem Salvage of Overwintering Juvenile Salmonids.

KRRC states that they will sample up to 15 sites in the approximately 150 river mile stretch between Iron Gate Dam and the Trinity River one year prior to reservoir drawdown. KRRC will then undertake an overwintering yearling coho salmon relocation effort in December prior to drawdown. KRRC expects to encounter less than 500 overwintering coho salmon juveniles, citing Hillemeier et al. 2009. Appendix I at 54. The 500 coho salmon estimate is not reasonable because Klamath River coho salmon fecundity is 1,400-3,000 eggs. The Hillemeier et al 2009 study only accounted for two years of information, with results differing between years (i.e., capture frequency increased in year 2). It is unclear how KRRC got this number from the study. Moreover, the study area was downstream of Iron Gate Dam. Thus, it is not reasonable to assume that the results accurately predict the

number of coho salmon that will actually be encountered. Therefore, the measure should explain the actions that will be taken if more than 500 coho salmon juveniles are encountered.

- Further, the coho salmon juveniles in December will be getting ready to smolt, and therefore will be larger fish and good swimmers. Juvenile salmon are adapted to find refugia from unfavorable conditions in the mainstem (e.g., increased flows and turbidity) and can seek out velocity refuges (Weber et al 2013), and it may not be advisable to trap and haul these fish.
- The Definite Plan should state how homing, imprinting, and straying will be affected by trap and haul efforts. Relocating fish to different streams and letting them volitionally complete smoltification potentially jeopardizes runs that returned to these different natal streams. If there are only 500 coho salmon juveniles expected to be rescued in the approximately 150-river mile reach between Iron Gate Dam and the Trinity River, this possibility is of serious concern.

4.2.2 Anticipated Project Effects on Measure Species.¹

- Table 4-2 sets forth substantial percentages of juvenile fish that will be harmed by the Project. These would seem to require a jeopardy determination with respect to those fish under the federal and California ESAs.
- The Definite Plan should include monitoring measures for sites upstream of Iron Gate Dam where volitional passage is supposed to create habitat and introduce salmon back into the reaches that have not had access for the past 100 years.

Chapter 5. Fall Pulse Flows. This chapter indicates that KRRC intends to abandon the 2012 EIS/R measure relating to fall pulse flows intended to benefit Chinook and Coho salmon. Appendix I at 93. Therefore, KRRC cannot rely on the 2012 EIS/R to establish compliance with NEPA and CEQA.

Chapter 6. Iron Gate Hatchery Management. The objective of the Iron Gate Hatchery Management measure is to address Project drawdown and the effects on hatchery Chinook and coho smolts that will be released from the hatchery during the spring of the reservoir drawdown when periods of high suspended sediment concentrations are expected. The 2012 EIS/R included two potential actions to reduce impacts to hatchery fish: delay the release of smolts until the sediment loads diminish, or transport the smolts downstream to reaches of the Klamath River less affected by the sediment loads. Appendix I at 105. KRRC selected the first option, to delay smolt releases, and to rely on water quality monitoring stations downstream of the hatchery to inform the California Department of Fish and Wildlife when it is safe to release the smolts.

- The Iron Gate Hatchery release numbers consist of 75,000 yearling coho salmon, 900,000 yearling fall Chinook salmon, and 5.1 million fall Chinook salmon smolts. Since the Detailed Plan recognizes that releasing these fish during the drawdown would be lethal due to the high suspended sediment concentrations and low dissolved oxygen, the Definite Plan proposal is to delay smolt and yearling releases to a "limited extent." Appendix I at 107. This plan fails to consider that the water supply, which currently comes from Iron Gate Reservoir, will not be suitable during the smolt and yearling releases. Alternative water may or may not be available from Bogus Creek, but that seems to be the only reasonable source identified. The Definite Plan should consider Bogus Creek, or other available sources, as a potential replacement of the Iron Gate Reservoir water supply to the hatchery, rather than just note the uncertainty of the future source. The future source of the water supply is critical to the operation of the hatchery.

¹ The phrase "Measure Species" is unclear. See also Section 8.2.2. We suggest revising this to clarify intent (e.g., protected species).

- The proposal to delay hatchery fish releases also assumes that water quality will be sufficient for fish releases in time for the smolts to be released before they reverse smolting and switch to residential mode, which is a very stressful process that often results in coho salmon mortality.
- In light of these concerns, KRRC should thoroughly analyze and/or model the full range of potential water quality conditions to determine this strategy's chance of success.

Chapter 7: Pacific Lamprey Ammocoetes.

- KRRC has abandoned the measure in the 2012 EIS/R designed to reduce impacts to Pacific lamprey. There is no management plan to salvage lamprey ammocoetes because KRRC determined that impacts would be minimal. Appendix I at 112. The Definite Plan states that there is low abundance in the downstream reach from Iron Gate Dam to the Scott River. *Id.* at 114. This decision was also influenced by low site fidelity and lack of genetic diversity. *Id.* at 115.
- Given that the Project is expected to result in high mortality for Pacific lamprey ammocoetes and that the lamprey is an important cultural resource for tribes, a more extensive analysis is warranted. In particular, the plan should consider flow management to reduce the potential for stranding lamprey ammocoetes and other fishes nearing the completion of drawdown.
- It should be acknowledged that lamprey ammocoetes are not sessile and are capable of relocating. (USFWS 2010).

Chapter 8. Suckers. KRRC completed studies to determine the abundance and genetics of Lost River and shortnose suckers in the Klamath Basin. Reservoirs and stream sections will be sampled. PIT tagging will be implemented during the studies prior to dam removal. River sampling will be conducted in 2019 and 2020, and reservoir sampling will be conducted in 2018 and 2019. KRRC proposes to rescue and relocate 100 adult Lost River suckers and 100 shortnose suckers from each reservoir for a total of 600 fishes. Appendix I at 119. SWCA's concerns are set forth below.

- The measure indicates that no more than 3,000 fish will be relocated. *Id.* at 120. Therefore, any remaining sucker populations within the reservoirs will be entirely lost due to dam removal. Given the imperiled status of these species, this proposal is inadequate.

8.1.2 Action 2: Sucker Salvage and Relocation. Rescued suckers will be relocated to isolated waterbodies to "ensure hybridized suckers do not mix with sucker populations designated as recovery populations in Upper Klamath Lake." However, hybridization of suckers was common from captured juvenile suckers in Upper Klamath Lake. (Burdick et al 2015). Hybridization is thought to occur between the different Klamath River suckers. Results from genetic analysis should be used to determine if fish should be relocated to Tule Lake as proposed.

- Additionally, in 2010, suckers were removed from Tule Lake and relocated to Upper Klamath Lake due to concerns over Tule Lake water levels. (Courtner, Vaughan, and Duery 2010). Tule Lake is the target receiving water for these relocated fish from the Klamath River reservoirs. If dry conditions exist during the rescue, this would pose the same risk of relocated fish dying due to water conditions in Tule Lake. This measure would also indicate that in the future, suckers should not be salvaged in Tule Lake and relocated to Upper Klamath Lake, even though this action was already taken in 2010. There is no evidence that Klamath small-scale suckers are present in Tule Lake. If this is the case, then the introduction of "hybrids" rescued from the Project reservoirs potentially jeopardizes the population of suckers in Tule Lake.
- Endangered Species Act regulations for protection of hybrids is somewhat unclear. The Intercross Policy, while not formally adopted or redacted, provides the U.S. Fish and Wildlife Service and National Marine Fishery Service flexibility in dealing with hybridized animals (Frey 2015). The Definite Plan states that "the proposed relocation of rescued suckers to isolated waterbodies is to ensure hybridized suckers do not mix with sucker populations designated as recovery populations in Upper Klamath Lake." In other words, the

introduction of “hybridized” suckers that are said to be partly Klamath small-scale suckers into Tule Lake would preserve the recovery population of the Lost River sucker and shortnose suckers in Upper Klamath Lake. However, this contradicts actions taken in 2010 by the Bureau of Reclamation when “hybridized” suckers from Tule Lake were introduced into Upper Klamath Lake. Appendix I at 119.

8.2.2. Anticipated Project Effects on Measure Species. This section claims that the lower Klamath sucker populations are not viable or self-supporting. *Id.* at 122. This does not seem consistent with the apparent potential that there are in excess of 3,000 suckers in the lower Klamath reservoirs. *See id.* at 120. There is a paucity of empirical research to confirm (or falsify) the claim that the lower Klamath populations are not viable.

- Further, the anticipated loss of Lost River and shortnose suckers reservoir populations disclosed in Table 8-1 should be considered “take” under the Endangered Species Act. The State of California has chosen to view the fish located in the Project reservoirs as a different population that is not covered by Endangered Species Act. The lower reservoir fish are a segment of the whole population that left the upper watershed to colonize downstream. There is no provision in the Endangered Species Act to make a separation.

8.2.4 KRRC's and the ATWG's Review of AR-6 for Feasibility and Appropriateness. The 2012 EIS/R included a telemetry study, sucker salvage, and release into Upper Klamath Lake to benefit the Lost River and shortnose suckers. Appendix I at 122. But KRRC does not intend to implement these measures. *Id.* at 123-125. Therefore, KRRC cannot rely on the 2012 EIS/R to establish compliance with CEQA and NEPA.

Chapter 9. Freshwater Mussels. The Definite Plan will address salvage and relocation of freshwater mussels. As stated in the Definite Plan, mortality of translocated mussels is fairly high (Cope and Waller 1995). Appendix I at 133. There is insufficient data addressing how mussels will respond to drawdown. The Definite Plan states that “more consideration must be given to habitat characterization at both the source and translocation sites.” *Id.* Data is not yet available from the pilot project to investigate key factors important for survival. Therefore, the consideration of impacts to freshwater mussels and potential mitigation measures is inadequate, and more information on impacts to freshwater mussels is needed before proceeding with the Project.

APPENDIX J: TERRESTRIAL RESOURCES MEASURES

Appendix J only considers a few threatened and endangered species that may be impacted by the Project. Since the findings in the 2012 EIR/EIS, other species that may be impacted by the Project have been listed under the federal and California ESAs.

- KRRC should reevaluate the list of threatened, endangered, and special status species on the federal, state, and local level, and perform the baseline studies/habitat surveys for the species in order to adequately evaluate the impacts of the Project.
- For example, the Humboldt Marten (*Martes caurina humboldtensis*) was listed as endangered under the California Endangered Species Act by the California Department of Fish and Wildlife (CDFW) in August 2018. Based on a desktop literature search, we have found that since the biological surveys were completed in 2002–2004, additional studies on habitat, range and population have occurred for the Humboldt Marten. *See* the Arcata Fish and Wildlife Office Report, *Species Assessment for the Humboldt Marten (Martes Americana humboldtensis)* (Hamlin et al 2010). (<https://www.fws.gov/arcata/es/mammals/HumboldtMarten/documents/Humboldt%20Marten%20Species%20Assessment%20Sep2010.pdf>). To adequately evaluate the impacts to this species, the KRRC should conduct an approved protocol level survey within and surrounding (within the recommended buffer) prior to the release of the CEQA/NEPA documents.

- Much of the evaluation on terrestrial species in the Definite Plan is based on information from the 2012 EIR/EIS. Much of that data was obtained prior to 2012 and is therefore outdated by scientific standards. The analysis should be based on updated studies, surveys, and literature.
- KRRC should undertake pre-construction surveys within the project area for all threatened, endangered, or special status federal, state, and local species. Due to the time lag between surveys and field studies occurring at this time (for the Definite Plan), and future construction, species may move into previously unoccupied areas. Therefore, pre-construction surveys should be added to the avoidance and minimization measures for all species mentioned in Appendix J.

Chapter 1. Northern Spotted Owl (“NSO”) Measures. The Definite Plan states that a “desktop evaluation” was used to determine whether NSO activity centers exist within the Project area. Appendix J at 11. This is not a reliable method to make such a determination. It is also premature for KRRC to conclude that “the Project will not result in NSO habitat modification” until sufficient field studies have been conducted within and surrounding the disturbance areas. *Id.* at 14. Field surveys should also be conducted during breeding seasons to identify breeding and nesting sites.

Chapter 2. Bald Eagle and Golden Eagle Measures. The surveys that the Definite Plan proposes are too narrow in scope. Specifically, KRRC proposes limiting surveys to viewshed areas within 0.5 mile of the limits of work. *Id.* at 23. Surveys should be conducted beyond the 0.5-mile radius, including up to two miles, to identify eagle activity centers in those areas so as to enable KRRC to develop avoidance or mitigation measures to protect the species. In addition, KRRC notes that, “as there is high potential that bald eagles had already fledged prior to the survey date, some active nests may have been missed, especially if eagles used alternate or unknown nests.” *Id.* at 25. Therefore, additional field surveys should be conducted to determine whether additional active nests exist within the disturbance and potential disturbance areas. Lastly, the area within two miles of the J.C. Boyle, Iron Gate and Copco Reservoirs were not surveyed. No scientific explanation is provided for why these areas were not surveyed. *Id.* at 28.

Chapter 3. Special Status Wildlife Species Measures. The data relied upon to develop special status wildlife species measures are from 2001-2003 and highly outdated. *Id.* at 31. Additional surveys should be conducted to determine if other special species occurrences exist within the relevant areas.

- Further, KRRC’s 2018 general wildlife survey area, which is limited to within 0.25 miles of the dams and structures to be removed, should be expanded. *Id.* at 32. This survey area does not include downstream impacts, which will be significant, especially for species that utilize emergent wetlands and riparian areas. There are wetland and riparian areas that will be altered by changing water flows and sedimentation. These areas are currently not evaluated in the survey area, and therefore cannot be adequately evaluated for impacts.
- Amphibians and reptile surveys should be conducted not only within the current survey area, but also downstream. The downstream survey area should include all areas of the river that will be impacted by changes in water flow and sedimentation depositions. Sediment load and changes in the hydrology will change the streambank and emergent wetland areas. These areas need baseline data on the species that currently occupy, or could occupy this habitat, in order to adequately evaluate impacts of the Project.
- Some of the proposed avoidance and minimization measures do not appear consistent with best species management practices. For example, KRRC proposes placing traffic cones or other exclusionary devices in nests or on net platforms to prevent nesting in the year of construction. *Id.* at 37. Such deterrence activities may also deter the birds from returning in future years, which would therefore disrupt the birds’ nesting habits long-term. In addition, the Definite Plan does not include adequate protections for four wildlife species that are protected by the California ESA (“CESA”). The tricolored blackbird and willow flycatcher are both listed under CESA. *Id.* at 36. And the Cascades frog and foothill yellow-legged frog are both candidates for listing under CESA. *Id.* at 35. As described above, KRRC does not intend to comply with the provisions of CESA on the grounds that it is preempted and, therefore, is intending to harm these species without undertaking a jeopardy determination and fully mitigating the harm as state law requires.

Chapter 4. Bats Measures. KRRC's surveying efforts appear inadequate. Surveys have been canceled, and others are uncertain. *Id.* at 64. KRRC should commit to performing adequate surveys to determine the impact of the Project on the relevant bat species. KRRC's obligations with respect to implementation of the bat measures are also subject to a determination of "feasibility." Appendix J at 66. Few details are provided with respect to how KRRC will make such a determination.

Chapter 5. Special Status Plants Measures. KRRC's proposed remedial measures appear inadequate. Specifically, if special status plants cannot be avoided during construction, KRRC intends to evaluate the potential for seed collection and propagation at local nurseries for replanting and/or as part of a seed mix to be used during restoration activities. Appendix J at 76. It is unclear whether these are viable options, or whether the harm to the special status species will be significant.

Chapter 6. Vegetation Communities and Wetlands Measures. The Definite Plan does not appear to set forth avoidance, mitigation, and offset measures to mitigate the potential effects of the Project on, among other things, wetland habitat used by migratory birds.

APPENDIX K: ROAD AND BRIDGE STRUCTURE DATA AND LONG-TERM IMPROVEMENTS

Page 1: Copco Road from Ager Road to Daggett Road is noted to be in poor condition; however, no upgrades to the roadway are proposed. Copco Road in this location has no shoulder, is poorly striped, and has deteriorating pavement. KRRC should clearly identify the need for repaving to avoid any potential issues to haul routes and residents. Repaving the roadway will also alleviate potential safety concerns.

Page 1: Copco Road from Daggett Road to Copco Access Road is noted to be in poor condition; however, no upgrades to the roadway are proposed. Copco Road from Daggett Road to Copco Access Road is an unimproved, very narrow roadway that has many low and overhanging trees that could obstruct trucks. Copco Road will need upgrades, widening, and tree trimming to accommodate haul trucks. KRRC should clearly identify improvements to be made prior to construction.

Page 2: Copco Road between Copco 1 Access Road to Copco Bridge will not be used for dam or powerhouse removal. KRRC should place signs to indicate that no haul trucks shall proceed past Copco Access Road, or make improvements to the roadway to allow for construction traffic and ingress/egress of residents.

Page 4: Drawdown and post-project flows have the potential to cause erosion at the abutments or central pier of Copco Road Bridge. KRRC should further evaluate the need to reconstruct the Copco Road Bridge prior to Project implementation. If the Copco Road Bridge fails, residents on the north side of Copco Reservoir will only have one ingress and egress route (Copco Road, which is poorly maintained).

APPENDIX L: CULTURAL RESOURCES PLAN

Chapter 2. Plan Overview. The Area of Potential Effects (APE), for the purposes of compliance with the National Historic Preservation Act, has yet to be defined. Appendix L at 15, 29. The plan states that the APE will be identified based on the historic built environment evaluation report to be prepared by KRRC, but does not provide any information regarding the timeline. *Id.* at 55-56.

6.2.4 General Inventory and Resource Recordation Methods. Archaeological survey methods used by KRRC include pedestrian survey transects spaced 15 meters apart however, they should also include subsurface testing in areas considered high probability for the presence of cultural resources. *Id.* at 50.

KRRC's archaeological inventory methodology does not include subsurface testing in high probability areas for the presence of cultural resources within the APE. Pedestrian surveys in areas with low mineral soil visibility or buried archaeological resources are not effective without systematically sampling for buried, near-surface deposits. Accordingly, inventory methodology should include subsurface testing.

Chapter 7. Resource Evaluation. Previously identified cultural resources within the Area of Direct Impact (ADI) that are unevaluated or "potentially eligible" for the National Register of Historic Places will require testing and evaluation fieldwork. Site-specific methods should be developed. *Id.* at 55.

KRRC will conduct an evaluation of historic built environment resources and prepare two reports (one for each state) that will identify the APE, evaluate the resources, assess project effects, and make recommendations to avoid and minimize effects and mitigate adverse effects. These recommendations for mitigation should be included in the Cultural Resources Plan.

Chapter 8. Management Plans and Agreement Documents. Many of the items within the Cultural Resources Plan are still being developed by the KRRC and lack sufficient detail. The Plan states that the Historic Properties Management Plan (HPMP) will include protocols for cultural resource identification and evaluation during dewatering activities and effect avoidance, minimization, and mitigation for historic properties; however, these protocols are still unknown and lack detail. *Id.* at 61. The Inadvertent Discovery Program, the Cultural Resources Monitoring Plan, and the Looting and Vandalism Prevention Plan also lack sufficient detail. *Id.* at 62-65. The Cultural Resources Plan should be updated upon completion of all analyses and include all minimization and mitigation measures.

APPENDIX M: WATER QUALITY MONITORING PLAN

2.1.2 Contaminants in Sediment. The Water Quality Monitoring Plan states that the sediments in each reservoir are suitable for unconfined, aquatic disposal and that the contamination risk is unlikely. Appendix M at 16. This statement is contrary to information provided in the 2012 EIR/EIS, which states:

Results indicate that sediment in all three reservoirs exceeded freshwater ecological SLs for nickel, iron, and 2,3,4,7,8-PECDF (Table C-5). Sediment in J.C. Boyle Reservoir also exceeded freshwater ecological SLs for 4,4'-DDT, 4,4'-DDD, 4,4'-DDE, dieldrin, and 2,3,7,8-TCDD (Table C-5). Several pesticides and semi-volatile organic compounds (SVOCs) were not detected in the reservoir sediments; yet, the reporting limits were above the freshwater SLs, so other lines of evidence were used to assess these compounds. Similarly, human health SLs were only exceeded for arsenic and nickel, pentachlorophenol (in the case of J.C. Boyle Reservoir), and some legacy pesticides (e.g., 4,4'-DDT, 4,4'-DDD, 4,4'-DDE, dieldrin, see Table C-6). Several dioxin-like compounds were detected and exceeded the ODEQ Bioaccumulation SLVs (Table C-6).

The 2012 EIR/EIS also states the following regarding fish tissues, which has significant impacts for human fish consumption:

In a screening-level study of potential chemical contaminants in fish tissue in Keno, J.C. Boyle, Copco, and Iron Gate Reservoirs, and in Upper Klamath Lake, PacifiCorp analyzed metals (i.e., arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, and zinc), organochlorine (pesticide) compounds, and PCBs in largemouth bass (*Micropterus salmoides*) and black bullhead catfish (*Ameiurus melas*) (PacifiCorp 2004c). PacifiCorp reported that, in general, contaminant levels in fish tissue are below both screening level values for protection of human health (USEPA 2000) and recommended guidance values for the protection of wildlife (MacDonald 1994). Exceptions to this include measured fish tissue levels of total mercury in samples from

Copco 1 and Iron Gate Reservoirs as compared to the wildlife screening level of 0.00227 µg/g and measured fish tissue levels of arsenic (<0.3 µg/g) that PacifiCorp indicated may equal or exceed the toxicity screening level for subsistence fishers (0.147 µg/g) in samples of largemouth bass from J.C. Boyle, Copco 1, and Iron Gate Reservoirs. Subsequent reanalysis of the PacifiCorp mercury tissue data indicates that all tissue samples exceed the most protective wildlife screening level of 0.00227 µg/g, samples from Keno, J.C. Boyle, Copco 1, and Iron Gate Reservoirs exceed the screening level for subsistence fishers (0.049 µg/g), and samples from Copco 1 and Iron Gate Reservoirs exceed the screening level for recreational fishers (0.4 µg/g) (Table C-9).

Because fish tissues analyzed in the Klamath basin show bioaccumulation at levels that cause concern, this indicates that toxins are present in either the sediments or the water column, and that these toxins are present in consumable fish tissue. It is possible that the lab analyses did not use detection limits that were low enough to thoroughly characterize suspected toxins, or that the sediment grab samples were not sufficiently random to represent the actual conditions in the reservoir sediments that have resulted in fish tissue bioaccumulation.

2.1.3 Algae in the Klamath Hydroelectric Reach. Regarding algae contamination in the reservoirs and downstream of Iron Gate Dam, the plan states that

[t]he relative significance of contributions of the reservoirs and upstream sources [of algae toxins] is complex and disputed. The KRRC does not state a position on the relationship or relative significance of such sources. To the extent that these reservoirs are a source, the Project will remove the source.

Appendix M at 16. Upper Klamath Lake and Lake Euwana are major sources of algae and the toxins that they produce. These sources should be included in the analysis of the effects of dam removal on algae contamination.

KRRC will develop a sediment characterization plan in consultation with the regulatory agencies for the states of Oregon and California. *Id.* at 25. The details of the sediment characterization plan need to be developed and published with sufficient time for public review and comment.

APPENDIX N: GROUNDWATER WELL MANAGEMENT PLAN

- The technical rationale for limiting the Groundwater Well Management Plan (GWMP) target area (i.e., the database search area) to a 2.5 mile radius from the project reservoirs should be explained. Appendix N at 15.
- The location of the shared spring water supply near Copco Lake is missing from Figure 2 in Appendix N.
- A conceptual hydrogeologic model should be developed for the target area with regard to the anticipated aquifer characteristics within the target area, and the source zones for the current 124 wells, e.g., overburden versus fractured rock. After this has been accomplished, the GWMP should be revised with the sentinel well design, taking into account the potential impact of the reservoir drawdown on the current well water supply sources. Multi-level sentinel wells will likely be required, which have not been accounted for in the GWMP. SIR 2007-5050 and SIR 2012-5062 are publications prepared by the U.S. Geological Survey, and are references that should be cited within the GWMP.
- The field study results associated with outreach to landowners and residents should be augmented with groundwater modeling to predict the reservoir drawdown effects on the aquifers within the target area. Appendix N at 16.

2.6 Proposed Actions.

- Without any evidence of excessive pumping by a well owner, there should be no question that a well with diminished water supply in the target area following dam decommissioning is a direct result of the reservoir drawdown. Therefore, the phrase “and that these circumstances are attributable to reservoir removal” should be struck.
- The analysis should address the impact of a future drought on the current water supplies. SIR 2007-5050 has identified a 10-foot decline in groundwater levels in portions upper Klamath River basin.
- In addition to the water supply wells and springs, the analysis should address the impact of the reservoir drawdown on groundwater-fed streams within the target, as these streams support irrigation and presumably an aquatic ecosystem. The US Fish and Wildlife and National Marine Fisheries Service issued biological opinions in 2001 that anticipate a reduction in surface water withdrawals in the upper Klamath River basin.
- Besides the one spring mentioned near Copco Lake, there are numerous other springs that need to be catalogued and monitored within the GWMP. Appendix N at 15.
- The nature of the Sky Lakes Fault Zone as a hydrogeologic barrier of flow was mentioned within the 2012 EIS/EIR, but is not addressed by the GWMP.
- The GWMP should also address the following nearby community water supplies:
 - The City of Yreka currently receives its municipal water supply from Fall Creek.
 - Water supply in Hornbrook, Copco Village, and Beswick comes from private groundwater wells.
 - Water supplies in unincorporated Klamath County come from private groundwater wells and public water companies, and some water is supplied by Klamath Falls.
 - Water supplies come from Merrill City groundwater wells on Front Street. Klamath Falls Water Division is responsible for providing water to more than 40,000 residents in the urban area (total storage capacity of 16 million gallons) from groundwater wells.

- The City of Chiloquin supplies water to all city residents as well as some residents that are outside of the city but within the urban service area from a single groundwater well.

APPENDIX O1: FIRE MANAGEMENT PLAN

- The Fire Management Plan (FMP) notes that helicopter water tanks will be filled along portions of the Klamath River deeper than three feet after the drawdown of the reservoirs. Appendix O1 at 41. The FMP states that aerial analysis shows deep pools with suitable conditions for helicopter filling exist near the three reservoirs. *Id.* It should be noted that helicopters may not be able to fill their water tanks in the vicinity of the post-drawdown-reservoirs due to the canyons that will develop around the rim of the existing reservoirs and downstream. Helicopters require a relatively wide, flat topography in order to draft water safely. Alternatively, it is possible that many of the existing pools will fill with silt and sediment released during dam removal. Under either alternative, helicopter round-trip travel time may be higher than the 15 minutes estimated due to the helicopters having to fly far upstream or downstream of the existing dam facilities to find suitable filling conditions.
- The FMP proposes dry hydrants as water supply infrastructure for post-removal firefighting. *Id.* In addition to dry hydrants, the FMP should also include other permanent sources of water that can be used for aircraft firefighting activities. This is especially critical due to the possibility that river conditions will be inadequate for water tank filling post-drawdown, as noted above. The FMP should identify permanent water sources (such as dip tanks) that will be strategically placed along the Klamath River corridor to support aircraft firefighting activities. The permanent water sources could be filled with Klamath River water extracted via the proposed dry hydrants. Given the devastating wildfires that have occurred, and will likely continue to occur, throughout the Project area, every precaution should be taken to mitigate fire risk.

APPENDIX O2: TRAFFIC MANAGEMENT PLAN

Chapter 1. Need for Traffic Management Plan. Table 1.1-1 (Primary Access Route Summary) identifies Patricia Avenue as a local access road; however, Patricia Avenue is not mentioned as an access road or haul route of significance in Appendix K, Road and Bridge Structure Data and Long-term Improvements. Appendix O2 at 10. KRRC should indicate the condition of the road and any proposed improvements during or after construction in Appendix K.

1.2 Management Strategies.

- “Traffic Safety Effects” is proposed as a management strategy. *Id.* at 11. However, there are no specific examples of where traffic safety effects would be implemented. Please identify traffic safety hazards in Appendix O2 and/or Appendix K, and identify the best practice signage, traffic management systems, and dust control practices to be implemented at each location.
- Siskiyou County Sheriff’s Department has expressed concern over access for law enforcement and emergency services during times of heavy traffic during construction, as well as concerns about access during flooding events during and after removal. The Traffic Management Plan should address these issues.

APPENDIX O3: HAZARDOUS MATERIALS MANAGEMENT PLAN

- The list of structures identified at each of the dam locations appears to be thorough. Appendix O3 at 9. Table 1 lists the anticipated types of hazardous wastes that may be present at each of the dams and includes several

unknowns regarding contaminated soils (from exterior painting with lead-based paint [LBP]), polychlorinated biphenyl (PCBs) (even though equipment tested negative, there may still be residual concentrations present), and mercury containing equipment/fixtures (e.g., switches). *Id.* at 10.

- KRRC will update the Hazardous Materials Management Plan (HMMP), as appropriate, following the planned Phase I ESA visits and interviews and the Phase II Site Investigation, if needed after the Phase I ESA. *Id.* at 9. As indicated in the SWCA Technical Memorandum dated April 19, 2018, review of the data from the previous sediment characterization effort suggested that additional assessment may be warranted to include: additional deep-sediment samples; additional Total PCB analyses, especially from the deeper sediments; and additional polycyclic aromatic hydrocarbon (PAH) analyses so that the detection level, at a minimum, falls between the threshold effect concentration (TEC) and predicted environmental concern (PEC) values, instead of greater than the PEC levels. This additional assessment presumably would be part of the Phase II ESA effort that would be needed to further characterize the potential waste materials and associated hazardous or toxic constituents.
- The sections of Chapter 1 describe for each dam the types of waste materials expected to be generated during dam decommissioning, and include inventories of hazardous materials provided by PacifiCorp. Hazardous and toxic constituents are listed for several of the waste materials that will be generated. However, some waste materials are omitted. The following hazardous and toxic constituents may be associated with these potential waste materials:
 - **Asbestos** – Asbestos-reinforced cement was developed in the early 1900s and was used extensively throughout the United States from the early- to late-1900s. About 24 manufacturers offered asbestos-containing cement products, with an asbestos content of 2–10% by weight. Asbestos improved the cement's performance, helped reduce cracking, and was added to the mixture of cement that was used in a variety of industrial, commercial, and residential construction products. Asbestos is an incredibly strong substance. When added to building materials and other heavy-duty items, it helps to create goods that are very tough and durable, holds up well under most any type of weather conditions (cold or heat), and withstands water and fire. These properties made asbestos-reinforced cement/concrete ideal for water conveyance pipes, dams, or other concrete structures. In addition to ceiling and floor tiles, roofing and siding materials, and electrical wire insulation, asbestos may be present in concrete pipes (water conveyance structures at the dams and/or smaller diameter pipe used with septic tank/drainfield systems), other concrete structures, electrical and thermal insulation panels, gaskets, and packings. Demolition and removal of these structures/materials could generate dust and airborne asbestos fibers, and should be tested for asbestos as part of the Phase II Environmental Site Assessment (ESA) sampling activity and managed accordingly.
 - **Heavy metals** – Heavy metal-containing paints or lead-based paints (LBP) on exterior surfaces and equipment may have contaminated adjacent soils during painting and maintenance activities. LBP was routinely used for interior and exterior surfaces during the earlier operational periods of the dams. Soils near painting and maintenance operations should be tested as part of the Phase II ESA sampling activity to assess their hazardous or toxic characteristics.
 - **Insulators** – Where high mechanical strength is required, a porcelain rich in alumina is used to manufacture the insulator. During demolition, the insulators may be broken, releasing high-alumina content dust. The types and quantities of power line insulators should be assessed for alumina content and potentially hazardous or toxic alumina concentrations in the dust that may be generated during demolition activities.

- The Hazardous Materials Management Plan describes what kinds of waste will be removed at each dam location, but lacks protocol for evaluating the characteristics of the waste. The plan should include the hazardous materials testing procedures to be implemented at each dam removal location.

APPENDIX O4: EMERGENCY RESPONSE PLAN

1.5 Hazardous Material Spill Management. The Spill Prevention and Response Plan fails to address the following issues:

- Spill supplies and equipment used to clean and contain spills;
- Storage location of spill supplies and equipment;
- Secondary containment requirements for construction equipment and materials; and,
- Waste storage and disposal procedures.

These issues should be addressed in the Spill Prevention and Response Plan.

APPENDIX O5: NOISE AND VIBRATION CONTROL PLAN

The Noise and Vibration Control Plan describes the measures to be implemented to minimize the effect of noise and vibration on sensitive receptors. Appendix O5 at 9. However, the plan does not include any noise or vibration monitoring procedures to confirm compliance with established thresholds. KRRC should indicate whether such monitoring procedures will be included in the final Noise and Vibration Control Plan.

APPENDIX Q: DRAFT RECREATION PLAN

2.3.2. New Facilities and Plans. The Draft Recreation Plan includes the additional recreational mitigation measures proposed by Siskiyou County and SWCA during the April 5, 2018 meeting with KRRC and AECOM. However, the plan does not identify organizations or agencies that will be responsible for the operation and maintenance of the existing and new proposed facilities (with the exception of BLM-managed facilities).

Chapter 3. Recreation Opportunity Evaluation and Screening. This chapter outlines criteria that will be used evaluate consistency of each recreation project with the Recreation Objectives (section 1.3). To satisfy Criteria C and D, there must be an entity or entities responsible for operation and maintenance of the recreational facilities after KRRC surrenders its license, and the project must not generate increased demand that would make it difficult to manage. Appendix Q at 41. Therefore, the plan should provide that entities that will assume responsibility for the recreation projects should be determined prior to the evaluation process.

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COUNTY OF SISKIYOU

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June 06, 2018

Assemblyman Jim Wood, District 2
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0002

Subject: Opposition – AB 2640 Protected species: Lost River sucker and shortnose sucker limited take authorization

Dear Assemblyman Wood:

The Siskiyou County Board of Supervisors is writing this letter to express our opposition of *AB 2640 Protected species: Lost River sucker and shortnose sucker limited take authorization*; which would permit the California Department of Fish and Wildlife to authorize the take or possession of suckers resulting from impacts associated with the removal of the four Lower Klamath River dams.

In late May 2018, the Klamath Tribes filed a lawsuit in the United States District Court for the Northern District of California seeking to shut down the Bureau of Reclamation's Klamath Project, which supplies water to over 200,000 agriculture acres and hundreds of family farms in northern California and southern Oregon. The substance of the Tribes' complaint is that the Lost River and short nose suckers are in great peril and at extreme threat of extinction by diversion of water from Upper Klamath Lake to support farming. As part of this lawsuit, the Tribe is requesting the assigned Judge to order an injunction on lake elevation levels, above Biological Opinion thresholds which are currently being met while irrigation is occurring; which would completely shut down Klamath Project irrigation if ordered.

The Lost River sucker and shortnose sucker are listed as endangered species under the federal and California Endangered Species Act. They are also a fully protected species under California law, which means that their take is prohibited by law with narrow exceptions for scientific research, efforts to recover the species, and where conservation and management of the species is provided for in a natural community conservation plan, approved by the Department of Fish and Wildlife.

At the same time that the Tribe is seeking an injunction which would shut down farming and ranching in the Klamath Project to purportedly save fully protected suckers, AB 2640 is positioned to grant a legislative waiver of these protections, for a project that would permanently eliminate

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reservoir habitat above the dams currently occupied by both sucker species, and would result in the extirpation of the species in that portion of their range. In light of the precarious status of the species and a dearth of information regarding its contemporary distribution and abundance, as well as the prominent role of the State of California as an advocate for dam removal, those concerned about the fate of the suckers should question if the State has a greater interest in dam removal than the survival of the endangered suckers; by attempting to side-step law rather than abiding by it, as every other entity, landowner, or project proponent is required to do.

Due to the issues outlined above, we urge you to reconsider AB 2640 by not allowing its passage, and rather require that State law is met and abided by. Please feel free to contact, Elizabeth Nielsen, Siskiyou County Project Coordinator, at any time at enielsen@co.siskiyou.ca.us or (530) 842-8012.

Sincerely,


Ray A. Haupt, Chair
Board of Supervisors



COUNTY OF SISKIYOU

Board of Supervisors

P.O. Box 750 • 1312 Fairlane Rd
Yreka, California 96097
www.co.siskiyou.ca.us

(530) 842-8005
FAX (530) 842-8013

July 17, 2018

Ms. Michelle Siebel
State Water Resources Control Board
Division of Water Rights- Water Quality Certification Program
PO Box 2000
Sacramento, CA 95812-2000

Subject: Comments re Draft California State Water Resources Control Board Water Quality Certification for Klamath River Renewal Corporation Lower Klamath Project

Dear Ms. Siebel:

The Siskiyou County Board of Supervisors, through coordination with its consultant, SWCA Environmental Consultants, writes this letter to provide comments on the California State Water Resources Control Board's (California Water Board) *Draft California State Water Resources Control Board Water Quality Certification for Klamath River Renewal Corporation Lower Klamath Project*.

It is the County's understanding that the draft Water Quality Certification has been published for comments prior to the release of the draft Environmental Impact Report that the California Water Board is drafting related to the Klamath River Renewal Corporation's application to the Federal Energy Regulatory Commission to remove the four Lower Klamath River Dams. The County anticipates the release of the draft EIR later this year, which should include a much more robust and detailed analysis of all impacts as a result of potential dam removal, many of which will significantly impact Siskiyou County. This letter is not meant to serve as the County's final comments related to the Water Quality Certification, and additional comments will be provided when the California Water Board makes the draft EIR available for public comment.

Coordination with Oregon Department of Environmental Quality

U.S.C. §1341 (a)(2) stipulates that when a discharge may affect the quality of the water of a downstream state, the upstream state must notify the downstream state. As the Oregon Department of Environmental Quality has issued a draft Water Quality Certification in parallel with the California Water Board's draft certification, additional information must be provided in Section 1, Background, to provide the public with any coordination and notification processes that have transpired between the two agencies. The California Water Board must ensure that Oregon's draft Water Quality Certification meets all water quality standards and adopted criteria. There is nothing in the California Water Board's draft Water Quality Certification that describes that this cumulative

analysis has taken place; and as such Siskiyou County requests that they be provided with this information.

Condition 1. Water Quality Monitoring and Adaptive Management

Under the "Reporting and Adaptive Management" subsection on pages 17 and 18 of the draft California Water Quality Certification, the condition states that "Monitoring and monthly reporting shall continue until otherwise approved by the Deputy Director." This condition should include the parameter(s) by which the Deputy Director would conclude that monitoring and monthly reporting is no longer required; and again we request that this information be provided to Siskiyou County.

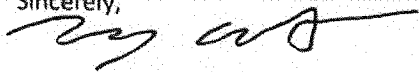
Condition 4. Anadromous Fish Presence

Under the Frequency and Duration subsection on page 24, the condition states that "Fish presence surveys shall be conducted for at least four consecutive years and until otherwise approved or modified by the Deputy Director." This condition should include the parameter(s) by which the Deputy Director would conclude that fish presence surveys are no longer required; and we request that this information be provided to Siskiyou County.

We look forward to the California Water Board's responses to our comments and inquiries; please feel free to contact Elizabeth Nielsen, Project Coordinator, at (530) 842-8012 or enielsen@co.siskiyou.ca.us. This letter was approved by the Siskiyou County Board of Supervisors on July 17, 2018, by the following vote:

AYES: Supervisors Haupt, Kdaseff & Criss
NOES: None
ABSENT: Supervisors Nixon & Valenzuela
ABSTAIN: None

Sincerely,



Ray A. Haupt, Chair
Board of Supervisors

cc: ODEQ



COUNTY OF SISKIYOU

Board of Supervisors

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July 17, 2018

Chris Stine, Hydroelectric Specialist
State of Oregon Department of Environmental Quality
165 E 7th Ave, Suite 100
Eugene, OR 97401

Subject: Comments re Draft Oregon Department of Environmental Quality Water Quality Certification for Klamath River Renewal Corporation Lower Klamath Project

Dear Mr. Stine:

The Siskiyou County Board of Supervisors, through coordination with its consultant, SWCA Environmental Consultants, writes this letter to provide comments on the Oregon Department of Environmental Quality's (ODEQ) draft *Water Quality Certification for Klamath River Renewal Corporation Lower Klamath Project (Water Quality Certification)*.

Coordination with California State Water Resources Control Board

1. U.S.C. §1341 (a)(2) stipulates that when a discharge may affect the quality of the water of a downstream state, the upstream state must notify the downstream state. It is not apparent in reading the *Water Quality Certification*, that this procedure has taken place. Please provide some context for any coordination and notification that has occurred between Oregon and California with respect to the issuance of a Water Quality Certification that would affect California water quality.

Condition 2. Water Quality Management Plan

1. Under the list of parameters listed on page 2 of the *Water Quality Certification* - are total suspended sediments (TSS) and total dissolved solids (TDS) both included in suspended sediment concentration requirement? If not, then why aren't TSS and TDS part of the monitoring protocol?
2. Why is ODEQ not requiring monitoring of sediment contaminants such as DDT, DDD and DDE, TCDD along with semi-volatile organic compounds and dioxin-like compounds? These contaminants were shown in the December 2012 Water Quality Support Technical Information to exceed screening limits and ODEQ's Bioaccumulation screening level values (SLVs). This seems especially important since J.C. Boyle sediments have higher chemical concentrations and more chemicals of potential concerns (COPCs) than the other reservoirs. The lists of chemicals in sediment samples from J.C. Boyle that exceed one or more sediment screening levels (Table C-5) and those that

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exceed one or more human health sediment screening levels (Table C-6) of the December 2012 Water Quality Support Technical Information are extensive and should not be ignored.

Condition 4. Miscellaneous Measures Protective of Beneficial Uses

1. Under the "Frequency and Duration" subsection on page 24, the condition states that "Fish presence surveys shall be conducted for at least four consecutive years and until otherwise approved or modified by the Deputy Director." This condition should include the parameter(s) by which the Deputy Director would conclude that fish presence surveys are no longer required.

2. J.C. Boyle was originally constructed at the site which was historically known as "Moonshine Falls". This potential natural fish passage barrier should be included in the list on page 4 under 4(a)(iii).

Condition 5. Reservoir Drawdown and Diversion Plan

1. On page 5 under 5(c)(iii), Cultural Resource Discovery should include a site security and protection plan for each discovered site.

2. On page 5 under 6(a), the licensee should be required to develop and implement an Aquatic Invasive Species (AIS) Monitoring and Protection Plan to prevent introduction of any AIS by heavy equipment involved in the removal process both on land and in water.

Condition 6. Reservoir Area Management Plan

1. On page 6 under 6(b)(iii), the Licensee should be required to inspect and remedy physical barriers to fish passage more frequently than once per year since the migratory fish species have different upstream passage windows. At the very least there should be a spring and fall inspection period that occurs well in advance of the known upstream passage windows so that remedies can be implemented prior to the onset of fish migration.

Condition 8. Site Restoration, Erosion and Sediment Control

1. Page 8 under 8(d)(i), it is assumed that there has been some coordination between the Licensee and the U.S. Bureau of Land Management (BLM) regarding the Topsy Campground removal since that facility is owned by the BLM. Please provide some context for coordination between ODEQ and BLM.

2. Page 8 under 8(e), much of the terrain on the downslope side of the J.C. Boyle canal is very steep. It seems negligent to side-cast canal earthen material since much of it will eventually end up in the river reach causing turbidity.

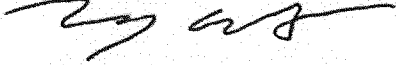
Condition 10. Spill Response

1. Page 10 under 10(a)(vi), equipment operated in state waters should have a manifest showing previous work locations and also be fully inspected for AIS presence prior to use on this project to prevent contamination in the Klamath River.

We look forward to the ODEQ's responses to our comments and inquiries; please feel free to contact Elizabeth Nielsen, Project Coordinator, at (530) 842-8012 or enielsen@co.siskiyou.ca.us. This letter was approved by the Siskiyou County Board of Supervisors on July 17, 2018, by the following vote:

AYES: Supervisors Haupt, Korbett & Criss
NOES: None
ABSENT: Supervisors Nixon & Valenzuela
ABSTAIN: None

Sincerely,



Ray A. Haupt, Chair
Board of Supervisors

cc: California Water Resources Control Board

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: MARTHA D. RICE, CITY ATTORNEY

DATE: FEBRUARY 19, 2019

SUBJECT: CAMPING AND RV REGULATIONS – DRAFT LANGUAGE

RECOMMENDATION

- Hear staff report
- Receive public comment
- Direct staff to bring back one or more ordinances to implement the code amendments presented (or with changes as directed by council).

BACKGROUND

At the regular meeting of the City Council held on Monday, February 4, 2019, the council directed staff to bring back specific proposed language for implementing the regulations outlined in the staff report. Those regulations included:

1. Prohibit camping on public property except in designated areas (currently the RV Park has tent sites available). Currently the Code only prohibits camping at night.
2. Contain a qualified exception for homeless persons: no homeless person may be criminally cited for camping on public property when there is no available overnight shelter if: (i) they are camping between the hours of 10 p.m. and 7 a.m.; (ii) they are sleeping, resting, or lying down; (iii) they are not obstructing a pedestrian or vehicular right of way or entrance/exit to a building; and (iv) access to the property is not generally restricted to the public (corp. yard, WWTP, PD, ESHA, etc.).
3. Prohibit camping on private property without the written consent of the owner and compliance with all other city regulations and zoning laws.
4. Prohibit overnight parking in public parks and streets adjacent thereto between the hours of 11 pm to 5 am. (Parks are currently *closed* between the hours of 11 p.m. and 5 a.m.)
5. Prohibit sleeping in vehicles on public property and public streets.
6. Impose parking restrictions on “oversized vehicles” (including RVs) on public streets and public property (limit to 8 hours per day; exception for motel guests, visitors of city residents).
7. Impose general leash law for dogs throughout the City, with exception for the dog park.

ANALYSIS

12

The proposed revisions are attached to this staff report. The revisions will implement all of the regulations identified above. As mentioned in prior staff reports, it is the intent of these modifications to implement reasonable regulations for the use of public property in accordance with the Ninth Circuit Court of Appeals ruling in *Martin v. City of Boise* (2018 U.S. App. LEXIS 25032; Case No. 15-35845).

FISCAL IMPACT

- No direct fiscal impact other than staff time for implementation and enforcement.

STRATEGIC PLAN ANALYSIS

- This item supports the City’s 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

- Draft CCMC revisions

STAFF REVIEW

City Manager: EW City Attorney: NGR

TITLE 9 PUBLIC PEACE, MORALS AND WELFARE

Chapter 9.16 CAMPING WITHIN CITY LIMITS

9.16.010 Purpose.

Public streets and other public areas within the city should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas in a manner they were intended.

The purpose of this article is to maintain public streets and other public areas within the City in a clean, safe and accessible condition for residents and the public at large.

(Ord. 724 (Exh. A), 2007)

9.16.020 Definitions.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this article.

A. "Available overnight shelter" means a public or private shelter, with an available overnight space, open to homeless persons, at no charge. A shelter will not be considered available when the individual cannot occupy said space due to overcapacity, exhaustion of stay limitations, or when religious observance is required as a condition of gaining shelter. If the individual cannot utilize the overnight shelter due to voluntary actions including, but no limited to, intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space will be considered available.

B. ~~"Camp" means to pitch, erect, maintain, sleep in or occupy camp facilities, temporarily or to use camp paraphernalia for the purposes of cooking, sleeping, and/or living accommodation.~~

~~B.C. "Camp Facilities" include, but are not limited to, tents, huts, or and similar temporary shelters structures capable of sheltering persons and/or personal property, trailers and any other vehicle. "Camp facilities" specifically does not include: (1) motor vehicles, recreational vehicles or non-motorized trailers; or (2) pop-up type canopies, umbrellas or similar structures that do not have more than one side.~~

~~C. "Camp Paraphernalia" includes, but is not limited to, collapsible shelters, tarpaulins, cots, beds, sleeping bags, hammocks or non-city authorized cooking facilities and similar equipment.~~

~~D. "Homeless person" means a person without access to adequate overnight shelter. "Adequate overnight shelter" means shelter that is suitable for human habitation and is available to said person during the nighttime hours. If a person has the ability to pay for adequate overnight shelter, then said person is not considered "homeless" for purposes of this Chapter.~~

E. _____ "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

EF. _____ "Street" means the same as defined in California Vehicle Code Section 590, or any successor provision thereto.

FG. _____ "Public Property" means any ~~publicly city-owned or city-controlled~~ property in the city, including any of the following: ~~public parks, public alleyways, public parking lots, public passageways, public rights-of-way, publicly owned landscaped areas or greenbelts, trails and pathways, sidewalks, curbs, unimproved and improved parcels, public education institutions, including properties owned by the Del Norte County Unified School District, or any government owned properties located within the city.~~

(Ord. 724 (Exh. A), 2007)

9.16.030 Unlawful camping.

A. _____ It shall be unlawful and a public nuisance for any person to ~~camp, sleep in or occupy camp facilities or use camp paraphernalia in the following areas on public property, except as otherwise provided: in designated camping areas or as part of a special event permitted by the City.~~ It shall also be unlawful and a public nuisance for any person to camp on private property without the written permission of the owner and in compliance with all other city ordinances, rules and regulations; provided that, the written permission is provided to any peace officer upon request.

A. _____ Any street;

_____ B. _____ Any public sidewalk;

_____ C. _____ Any alleyways;

_____ D. _____ Any public passageways, right of way;

_____ E. _____ Any publicly owned landscaped areas or greenbelts;

_____ F. _____ Any parking lot, public area or open spaces, improved or unimproved;

_____ G. _____ Any private property.

_____ It is not intended by this section to prohibit overnight camping on private residential property by friends or family of the property owner, so long as the owner consents and the overnight camping does not conflict with this code.

B. _____ Nothing in this chapter is intended to prohibit or make unlawful activities of any owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes. Furthermore, nothing is intended to prohibit or make unlawful activities of a property owner or other

lawful user of the activities that are expressly authorized by the city's comprehensive zoning ordinance or other laws, ordinances, and regulations.

(Ord. 724 (Exh. A), 2007)

9.16.040 Storage of personal property in public places.

It shall be unlawful for any person to store, put aside, gather, collect, stockpile, or accumulate for use when needed any personal property, including camp facilities on public property or on private property without the written consent of the owner. Such written consent must be provided to any peace officer upon request. and camp paraphernalia, in the following areas, except as otherwise provided:

~~_____ A. _____ Any park;~~

~~_____ B. _____ Any street;~~

~~_____ C. _____ On any private property, without the written consent of the owner, and provided that the written consent is in their possession at the time and is shown upon demand of any peace officer;~~

~~_____ D. _____ Any parking lot, public area or open spaced, improved or unimproved.~~

(Ord. 724 (Exh. A), 2007)

~~9.16.050 Exception.~~

~~_____ Except as otherwise provided for herein, and upon a showing of necessity, a person may sleep in a vehicle and store personal belongings therein within the city limits for not more than seventy-two hours in any three-month period without being in violation of this chapter.~~

~~_____ The provisions of this chapter shall not apply to any regularly scheduled activities sponsored by the city, any political subdivision of the state, or special district, or any activities being held on land owned or controlled by the city, political subdivision of the state, or special district.~~

(Ord. 724 (Exh. A), 2007)

9.16.050 Exception – No available overnight shelter.

When there is no available overnight shelter, homeless persons may not be criminally cited for camping on public property if all of the following are true: (1) said person is camping on public property

between the hours of 10:00 p.m. and 7:00 a.m.; (2) said person is sleeping, sitting or lying down for purposes of rest; (3) access to said location has not been generally restricted to the public; and (4) said camping activities do not obstruct any pedestrian or vehicular right-of-way or entrances/exits to buildings.

9.16.060 Enforcement.

In addition to all other remedies and penalties available under this chapter, under other sections of this code or under other laws, any person, firm or corporation who violates the provisions of this chapter shall be guilty of an infraction for each day such violation continues and shall be subject to the penalties set forth in Section 9.16.070 of this chapter.

(Ord. 724 (Exh. A), 2007)

9.16.070 Violation.

~~Any person who violates any section in this chapter is guilty of a misdemeanor, which shall be punishable by a fine of not more than one thousand dollars, or by a prison term not exceeding six months, or both. The city attorney or district attorney shall have the authority to prosecute any violation of this section as an infraction in the interests of justice. An infraction is punishable by (1) a fine not exceeding one hundred dollars for a first violation; (2) a fine not exceeding two hundred dollars for a second violation; (3) a fine not exceeding five hundred dollars for each additional violation of this provision. A person is guilty of a separate offense for each and every day during which a violation occurs.~~
Any individual guilty of an activity prohibited under this chapter shall be fined a minimum of one hundred dollars and a maximum of three hundred dollars for each offense; provided, however, that a willful violation of this chapter is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.

(Ord. 724 (Exh. A), 2007)

TITLE 9 PUBLIC PEACE, MORALS AND WELFARE

Chapter 9.15 ~~LODGING IN PUBLIC PLACES~~ TEMPORARY USE OF TRAILERS IN RESIDENTIAL AREAS

9.15.010 Definitions.

For the purpose of this chapter, the following words and phrases shall have the following meanings:

A. ~~“Nonresidential parking areas”~~ “Residential parking areas” means all property located within the city, other than property defined in subsection (B) of this section, and does not include property designated as zones R-1, R-1B, CZ-R1, CZ-R1B in Title 17 of this code, and designated in this chapter as “residential parking areas.”

B. ~~“Public place” means any area, yard, dump or other facility owned by the city and open to the public; however, this definition and chapter do not apply to city parks and public beaches.~~

C. ~~“Street” means any street, highway, alley, lane, lot, way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel or parking, but shall not include any portion of a privately owned park or campground.~~

D. ~~“Trailer” means a vehicle with or without motive power, designed or utilized for camping, sleeping, eating or resting and for carrying persons or property on its own structure, whether being drawn by motor power or other means and includes, but is not limited to, travel trailers, campers, tent trailers, house cars or recreational vehicles.~~

E. ~~“Vehicle” means any device by which any person or property may be propelled, moved or drawn upon a street or highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.~~

(Ord. 626 (Exh. A), 1988)

~~9.15.020 Prohibited activities.~~

~~No person shall occupy or use any vehicle or trailer, or attempt to occupy or use any vehicle or trailer, for purposes of sleeping or lodging between the hours of eight p.m. and six a.m. while that vehicle or trailer is parked on any street or public place within the city except in residential parking areas or without obtaining a permit therefor pursuant to Section 9.15.030. (Ord. 626 (Exh. A), 1988)~~

~~9.15.030 Permits.~~

~~The city council may, in its discretion, issue a permit to one or more persons authorizing the occupancy or use of one or more vehicles parked on designated streets or public places for sleeping or lodging purposes, where the applicant establishes that such occupancy or use is necessary or appropriate for the temporary lodging of personnel actively participating in a community event, festival or celebration open to the general public. The city council may include in any permit issued under this section such reasonable conditions regulating the time, place and manner of the proposed occupancy or use as it may deem appropriate. No permit shall be granted under this section unless and until a written application therefor has been submitted to the city council on a form approved by it. (Ord. 626 (Exh. A), 1988)~~

9.15.040-020 Trailers allowed temporarily in Residential parking areas.

All property within the city designated as a "residential parking area" is specifically allows allowed the occupancy of a trailer as defined in this chapter pursuant to all of the following requirements:

A1. No more than one such trailer may be placed, kept or maintained on private property at one time.

B2. In no case shall the trailer be parked ~~within ten feet of the street curb face, nor within~~ the restricted sight zone on a corner lot as set forth in ~~Section 17.08.080~~ Title 17.

C3. The trailer shall be used for sleeping quarters only and none of the sanitary and cooking facilities in, or part of, such trailer shall be used.

D4. The trailer ~~each~~ shall not be kept or maintained for sleeping purposes as permitted in this section for more than three ~~successive~~ consecutive nights in any ~~successive ninety-~~ days period.

5. The trailer must be parked on a paved or gravel surface.

(Ord. 626 (Exh. A), 1988)

9.15.050-030 Penalty.

~~_____ A. _____ Any individual guilty of an activity prohibited under Section 9.15.020 shall be fined a minimum of seventy five dollars and a maximum of three hundred dollars for each offense; provided, however, that a willful violation of Section 9.15.020 is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed sixty days, or by both such fine and imprisonment.~~

Any individual guilty of an activity prohibited under this chapter shall be fined a minimum of one hundred dollars and a maximum of three hundred dollars for each offense; provided, however, that a willful violation of this chapter is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.

~~_____ B. _____ Any individual guilty of violating the requirements of Section 9.15.040 shall be subject to a fine of fifty dollars for violation of each requirement; provided, however, that a willful violation of each requirement of Section 9.15.040 is punishable by a fine of one hundred dollars for each violation.~~

(Ord. 626 (Exh. A), 1988)

TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES

Chapter 12.20 PARK REGULATIONS

12.20.010 Generally.

The city council may from time to time adopted such regulations as it deems fit to provide for the orderly use and administration of the city's park system. Such regulations shall provide for payment of such fees as the council deems necessary to pay for any increased costs to the city by virtue of any group or organization's use of the park or other public facilities of the city.

(Prior code § 12-601)

12.20.020 Overnight ~~camping~~ parking prohibited.

~~_____ A. _____ Except as provided herein, overnight camping is prohibited in any of the parks or on public beaches of the city. Overnight camping shall be deemed to include occupation of park areas for picnicking or camping-like activities between the hours of twelve midnight and seven a.m.~~

~~_____ B. _____ Except as provided in subsection C of this section, nNo recreational vehicle, travel trailer, camper, tent trailer, house car, or other vehicle designed or utilized for camping, or sleeping, eating or resting shall be parked in or on any city park or public beach or along any street within any city park or adjacent to any city park or public beach between the hours of twelve midnight~~ 11:00 p.m. ~~and seven~~ 5:00 a.m.

~~_____ C. _____ The council may, by resolution, adopt such regulations, including the issuance of permits, as it deems fit to provide for utilization of city parks and beach areas by groups or organizations for overnight camping and picnicking purposes between the hours of twelve midnight and seven a.m.~~

~~_____ D. _____ 1. _____ Any individual guilty of overnight camping in any of the parks or on public beaches of the city pursuant to subsection A of this section shall be fined a minimum of fifty dollars for each offense; provided, however, that a wilful violation of subsection A of this section is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.~~

~~_____ 2. _____ Any individual guilty of parking in any of the parks or public beaches of the city pursuant to subsection B of this section shall be fined a minimum of fifty dollars for each offense; provided, however, that a wilful violation of subsection B of this section is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.~~

(Ord. 626 (Exh. A), 1988; prior code § 12-602)

12.20.030 Restrictions on location and use of beach fires on certain public beaches.

A. Use of Fire Rings on Certain Beaches. On the public beaches between Front and Sixth Street, individuals may only start beach fires in the fire rings provided by the city. The Del Norte County public health department may exceed this regulation for removal of certain matters which endanger the public health or safety.

B. Abandonment of Fires Prohibited. Individuals igniting and/or tending beach fires on this public beach shall not abandon such fire until it is completely extinguished.

~~C. Penalty. Any individual guilty of igniting or tending a beach fire in other than a fire ring or abandoning any beach fire on this public beach, shall be fined at least three hundred dollars for each offense.~~

(Ord. 559 § 1, 1980; prior code § 12-603)

12.20.040 Hours of operation.

A. All public parks are closed between the hours of 11:00 p.m. and 5:00 a.m. Any unauthorized use of city parks during closed hours is unlawful, including, but not limited to, parking, walking, sleeping or camping. The city manager or designee may authorize specific activities in designated areas during these closed hours with the issuance of a permit.

B. If an individual or group receives a permit to use a city park, or other city grounds or buildings, it shall be unlawful to conduct any activity in violation of the permit provisions.

C. Applications for permits to use city parks, grounds and buildings as required in this chapter are available at City Hall, and will be processed pursuant to those regulations established in pursuant to this chapter.

(Ord. 796 § 2, 2016)

12.20.050 Regulations of use of city parks, grounds and buildings.

A. No individual or group may use city parks, buildings or grounds without first obtaining a permit from the city manager or designee for activities or events that include any of the following:

1. Nonspontaneous large group activities consisting of fifty or more persons;
2. The charging of an admission or entrance fee;
3. The use of city facilities not ordinarily available for public use;
4. Regularly occurring organized team or league use of city parks, including fields or courts;
5. The sale of merchandise, food or beverages;
6. The setting up of booths, stages, vending carts or stands, kiosks, bleachers or similar structures;

7. The barricading of any city street or other street use that would impede the normal flow of traffic;
8. The use of amplified music or sound;
9. The need for access to city electricity;
10. The need for garbage collection specific to the activity or event.

B. All persons when using city parks, grounds and buildings shall comply with all laws of the United States, the state of California, and the city of Crescent City, as well as all other city rules and regulations governing city parks, grounds and buildings.

C. It is unlawful to injure, molest or kill any bird or animal in any park within the city of Crescent City.

D. No indecent behavior or lewd conduct will be tolerated, nor will any public nuisance be allowed in public parks.

E. The speed limit for roads located within city parks is ten miles per hour, unless posted otherwise.

F. It is unlawful to drive or propel any motor vehicle at a greater speed than that posted in park areas, or to drive or propel any motor vehicle in a city park except in established roadways or driveways and in the direction indicated by signs. It is also unlawful to park any vehicle in a city park except in designated parking areas.

G. It is unlawful to drop, throw, scatter, or leave upon any city park any type of litter or garbage, except into receptacles provided for such purpose.

H. The city manager or designee, may cancel any sporting events when, in his or her discretion, weather conditions will render: (1) the park unsafe for participants or spectators; or (2) the park susceptible to damage, including the field of play or the lighting facilities.

I. It is unlawful to have an open fire in public parks except in approved fire rings.

J. Alcoholic beverages are prohibited within public parks except under a valid special event permit. The use of illegal drugs or narcotics is also prohibited.

(Ord. 796 § 2, 2016)

12.20.060 Injury to plants, buildings and equipment prohibited.

A. It is unlawful for any person to cut, break, injure, deface or disturb any tree, turf, shrub, plant, rock, building, monument, fence, bench, structure, apparatus or property, or pluck, pull up, cut, take out or remove any shrub, bush, plant or flowers.

B. It is unlawful for any person to climb on any tree, statue, fence, gateway, or railing within public parks, or to use any structure for other than the purpose for which it is intended, and in accordance with the regulations applying thereto.

C. It is unlawful for any person to deface, injure, move or remove any sign, notice or label placed by city officials within the park, or to write upon, deface, defile or otherwise injure any building, fence, fountain, seat, statue, gateway, wall, or other structure within any park or public grounds.

D. It is unlawful for any person to lie down or sleep upon, or to overturn or damage any seat, bench, bridge, railing, or other structure within city parks. (Ord. 796 § 2, 2016)

12.20.070 Operation of any motorized vehicle or cycle prohibited in city parks—Exception.

No person shall operate, nor shall the owner thereof permit the operation of any motorcycle, motor-driven cycle or any motor vehicle within the confines of any city park or ground except when such operation is on a public street or by special event permit. The California Vehicle Code applies to all roads within city parks. All city vehicles are exempt from this chapter.

(Ord. 796 § 2, 2016)

12.20.080 Animals prohibited in city parks and beaches—Exception.

It is unlawful for any person to ride, lead, or let loose any cattle, horse, mule, goat, sheep, swine or fowl or other animal of any kind in any city park except by special event permit. Unless posted otherwise, dogs are allowed in city parks and beaches ~~if they are on a leash of six feet or less.~~ in accordance with the City's general leash law set forth in Section 6.08.010(C).

(Ord. 796 § 2, 2016)

12.20.090 Penalty.

Any individual guilty of an activity prohibited under this chapter shall be fined a minimum of one hundred dollars and a maximum of three hundred dollars for each offense; provided, however, that a willful violation of this chapter is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.

TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES

12.40 PARKING REGULATIONS (removed from 9.15 and amended)

12.40.010 Purpose.

The purpose of this chapter is to regulate the parking of oversized vehicles for extended periods of time.

12.40.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the following meanings:

“Lodging” means to reside temporarily in a fixed location.

“Oversized vehicle” any vehicle that is either at least 22 feet in length or exceeds 7 feet tall and 7 feet wide, including vehicles towing trailers which shall be measured as one unit.

“Public property” city-owned or city-controlled real property.

“Trailer” means any type of trailer that is not capable of moving under its own power and instead is intended to be towed by a motor vehicle, including but not limited to, boat trailers, recreational trailers, cargo trailers and the like.

“Unhitched trailer” means any trailer that is not attached to a motor vehicle capable of moving the trailer in a lawful manner upon the street.

12.40.030 Sleeping in parked vehicles prohibited.

No person shall occupy or use any vehicle or trailer for purposes of sleeping while that vehicle or trailer is parked on any street or public property within the city without first obtaining a city permit.

(Ord. 626 (Exh. A), 1988)

12.40.040 Permits.

The city manager may, in his or her discretion, issue a permit to one or more persons authorizing the occupancy or use of one or more vehicles parked on designated streets or public places for sleeping or lodging purposes, where the applicant establishes that such occupancy or use is necessary or appropriate for the temporary lodging of personnel actively participating in a community event, festival or celebration open to the general public. The city manager may include in any permit issued under this section such reasonable conditions regulating the time, place and manner of the proposed occupancy or use as it may deem appropriate. No permit shall be granted under this section unless and until a written application therefor has been submitted to the city manager on a form approved by him or her.

(Ord. 626 (Exh. A), 1988)

12.40.050 Parking oversized vehicles.

A. No person shall park any oversized vehicle on any city street, city right-of-way or city parking lot for more than 8 hours in any 24-hour period without first obtaining a permit from the city.

B. Oversized vehicles must park at least 50 feet from all intersections.

12.40.060 Permits for oversized vehicles.

A. City residents may apply for a permit for their own oversized vehicle or a guest's oversized vehicle.

1. City residents may receive one permit for up to 72 hours in any 30 day period.

2. Oversized vehicles must be parked entirely in front of and on the same side of the street as the city resident's property and not in front of any neighboring property.

3. The permit must be displayed in the front window of the oversized vehicle at all times that it is parked on the street.

B. Motels and hotels within the city may allow overnight guests to park oversized vehicles on the street(s) adjacent to the property if the business's parking lot cannot accommodate the oversized vehicle.

1. The business owner must issue a parking permit to be displayed in the window of the vehicle at all times that it is parked on the street that identifies the permit issuance date and time.

2. No oversized vehicle may park on the street under such a permit in excess of 72 hours.

3. The permit must be displayed in the front window of the oversized vehicle at all times that it is parked on the street.

4. The oversized vehicle must be parked in front of and upon the same side of the street of the property upon which the business is located and not in front of any neighboring property.

12.40.070 Unhitched trailers.

No person shall park any unhitched trailer, of any type, on any public street or other public property for any amount of time.

12.40.080 Penalty.

Any individual guilty of an activity prohibited under this chapter shall be fined a minimum of one hundred dollars and a maximum of three hundred dollars for each offense; provided, however, that a willful violation of this chapter is a misdemeanor and punishable by a fine of not more than five hundred dollars or by imprisonment not to exceed thirty days, or by both such fine and imprisonment.

(Ord. 626 (Exh. A), 1988)

TITLE 6 ANIMAL CONTROL

Chapter 6.04 DEFINITIONS

6.04.010 Generally.

The following words and phrases when used in this title shall, for the purpose of this title, have the meanings respectively ascribed to them in this chapter.

(Ord. 684 § 4, 2000)

6.04.020 Domestic animal.

"Domestic animal" means any animal adapted to life under the care of human beings and which lives and breeds in a tame condition.

(Ord. 684 § 4, 2000)

6.04.030 Owner.

"Owner" means any person owning, possessing, harboring or having the care, charge, control or custody of any domestic animal at the time of the violation.

(Ord. 691 § 4, 2002)

~~6.04.040 Running at large. - DELETED.~~

~~"Running at large" means not confined and not either attended by the owner and controlled by a leash or within the direct vision of the owner and effectively controlled by the owner's voice or sound or hand signals.~~

~~Notwithstanding any contrary provision in the Del Norte County Code, any dog that is not running at large shall not be deemed to be in violation of any provision requiring a leash.~~

(Ord. 691 § 4, 2002)

6.04.050 Provocation.

Any of the following acts constitute "provocation":

- A. Teasing, annoying, worrying, throwing things at, or kicking or striking a domestic animal (other than in reasonable defense from attack by the animal);
- B. Assaulting the owner or owner's family member or guest; or
- C. Unlawfully entering the enclosed property of the animal's owner.

(Ord. 691 § 4, 2002)

TITLE 6 ANIMAL CONTROL

Chapter 6.08 ANIMAL CONTROL

6.08.010 Control of animals and their waste.

A. Control of Domestic Animal Waste.

1. It shall be unlawful for the owner to fail to immediately remove and dispose of any fecal matter deposited by a domestic animal on any common public or posted private thoroughfare, sidewalk, passageway, bypath, play area, park or any place where people congregate or walk, or upon any improved or posted private property, without the permission of the owner or tenant of the private property. For the purpose of this section, the feces shall be immediately removed by placing it in a closed or sealed container and thereafter putting that container in a trash receptacle, sanitary disposal unit or other closed or sealed container. The matter shall not be disposed of in a private trash container without the permission of the container's owner.

2. It is unlawful for any person who maintains any premises upon which an animal is kept to allow feces, uneaten food, waste, litter, bedding, or other matter associated with the animal that emits an offensive odor, or encourages the breeding of flies or other insects or vermin, to accumulate. This provision shall not prohibit the owner or occupant of any premises from storing food in a suitable closed container until it is consumed or putting such feces, uneaten food, or other matter in a closed container prior to disposal.

B. General Control of Domestic Animals. It shall be unlawful, and the owner shall be responsible for any public nuisance created by a domestic animal. A domestic animal shall be deemed to have created a public nuisance if such animal performs any of the following acts:

1. Attacking, biting or scratching any person without provocation;
2. Interfering with the reasonable and comfortable use of public or private property, or chasing vehicles, bicycles or passersby;
3. Damaging public or private property other than that of the owner of the animal;
4. Scattering domestic waste or refuse;
5. Entering upon the private property of another without permission of the property's owner or other lawful occupant;
6. Being within such areas as the city council may from time to time fix and designate by resolution and post with signs declaring that dogs or other domestic animals are prohibited;
7. Being upon any public school grounds without permission of the school authorities;
8. Being in tot lots or play equipment areas of any city park;

9. For any equine to be ridden, led or driven on any sidewalk or pedestrian path or for any dangerous, unbroken/untrained or partially broken/trained equine to be ridden, led or driven upon any public street or bridle path;

10. Habitually making any persistent sound, bark, howl, wail, bay, yelp, cry, or other noise with such frequency or in such a manner as to disturb the peace and quiet of one or more persons residing within a radius of three hundred yards of the boundaries of the premises where the domestic animal is located.

C. Dogs – Leash required.

1. No person owning or having charge, care, or custody of any dog shall cause, permit or allow the same to be upon any highway, street, lane, alley, court or other public place, or upon any private property or premises other than those of the person owning or having charge, care, or custody of such dog, within the city limits, unless such dog be restrained by a substantial chain or leash not exceeding six feet in length and accompanied by the person having charge, care, or custody of the dog.

2. This prohibition does not apply to dogs while inside the city's dog park.

CD. Dogs—Use by Police Department and Emergency Responders.

1. Any dog, and the handler of any dog, used by the police department or other emergency responders in the performance of official police duties shall have the right to enter or be present in or at any place where a police officer has a right to enter or be present in the performance of official police duties, including both law enforcement and search or rescue work.

2. It ~~is~~ is unlawful for any person to willfully interfere with any dog which is used or being used by the police department or any officer or member thereof, or any emergency responder, in the performance of any of the functions or duties of the police department or of such officer or member or emergency responder.

DE. Destruction of Wild or Diseased and Dangerous Animals. Any animal which has attacked and injured any person or is running at large and is, by reason of vicious disposition or disease, a danger to public safety, may be taken up by the pound master or any peace officer and, if necessary for protection of human life, destroyed in a humane manner.

EF. Poisoning Animals. It is unlawful to place, leave or expose any poisonous substance in any place accessible to any domestic animal with the intent to kill or harm such animals.

FG. Retention of Dog by Other Than than Owner. No person shall, without the knowledge or consent of the owner, keep any domestic animal of which he is not the owner, for more than twenty-four hours without notifying the animal control officer, giving his name and address and a true description of the animal. At the discretion of the animal control officer, such finder of a domestic animal may be allowed to retain possession of it in lieu of impoundment.

GH. Abandonment of Animals. No person shall abandon any domestic animal on the property of another, or leave any domestic animal unattended in a vehicle overnight, or locked in a vehicle for any period of time without adequate ventilation and water to prevent injury to the animal.

(Ord. 691 § 4, 2002)

6.08.020 Penalty for violation.

Violation of any of the provisions of Section 6.08.010 shall be an infraction. Any person convicted of violation of Section 6.08.010 shall be punished by a fine only, as follows: uUpon a first conviction, by a fine of not less than ~~ten~~ten ~~fifty~~ dollars nor more than one hundred dollars, and for any subsequent conviction within a period of one year, by a fine of not more than ~~five~~three hundred dollars.

(Ord. 691 § 4, 2002)

6.08.030 Prohibition inapplicable to guide dogs for the blind.

Sections 6.08.010(A), 6.08.010(B)(8), 6.08.010(B)(9) shall not apply to blind or disabled persons accompanied by a guide dog being used for their assistance or to any person while actually training dogs to assist blind or disabled persons or for rescue work.

(Ord. 691 § 4, 2002)

6.08.040 Prohibition inapplicable to equines during parades.

Section 6.08.010 shall not apply to equines participating in properly permitted parades.

(Ord. 684 § 4, 2000)



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: JON OLSON, PUBLIC WORKS DIRECTOR
NACOLE SUTTERFIELD, ENGINEERING PROJECT MANAGER

DATE: FEBRUARY 19, 2019

SUBJECT: ENGINEERING SUPPORT SERVICES CONTRACTS

RECOMMENDATION

- Hear staff report
- Take public comment
- Authorize City Manager to sign contracts with SHN Consulting Engineers & Geologists, Oscar Larson & Associates, Mike Young, and Freshwater Engineering for as-needed engineering support services.

BACKGROUND

Currently the Public Works Department is struggling to develop all requested plans and execute projects in a timely fashion. Over the course of the last several years, some of the water and sewer Capital Improvement Projects (CIP) have not been completed. Staff has also been slow to respond to other smaller projects primarily due to the procurement process to obtain expert support. In order to complete essential CIP and other projects, staff issued an RFQ on December 5, 2018 for Engineering Support Services. Engineering support services will generally be utilized to assist with capital improvement projects, special projects, and projects to implement new and existing regulatory requirements. Services may also include providing technical/engineering support for operational improvement initiatives, assisting in responding to unplanned operational events, and aiding with environmental and regulatory compliance.

ITEM ANALYSIS

The Public Works Department oversees the following work on a day to day basis:

1. Street improvement projects
2. Park improvement and maintenance
3. Building maintenance and improvement

4. Review all planning and building applications regarding drainage, work in the right of way, etc.
5. Encroachment permit review for all utility and private work within the City
6. Streetlight maintenance and repair
7. Storm drain maintenance and repair
8. Public Works related grant funding applications
9. Management of water system including leak management, new connections, major maintenance and connection estimates
10. Management of Wastewater Treatment Plant (WWTP) including major maintenance projects, daily maintenance etc.
11. Management of Water Quality Laboratory
12. Management of sewer collection system (lift stations) including major maintenance, preventative maintenance
13. Managing public works staff
14. Managing consultants for various projects
15. Managing Pool maintenance and repairs
16. Managing NPDES Permit Compliance

There are also a number of major current projects underway that include:

1. C Street and Front Street Storm Drain Project
2. Sunset Circle Multi-Use Trail Project
3. Pebble Beach Drive Bank Stabilization Project
4. Phase II & III Wayfinding Signs
5. Water SCADA Project
6. Del Norte & Crescent City Lift Station Rehab Project
7. RFP for Operations, Maintenance, and Management Services for Wastewater Treatment Plant (Required) and Water Quality Laboratory (Optional)
8. Wastewater Treatment Plant Digester Cleaning (Major Maintenance)
9. City ADA Self Evaluation
10. Implementation of Park Master Plan (Horseshoe pits, Bench areas)
11. Updating City Standard Plans & Specifications
12. Updating City Quality Assurance Program

To better design, implement, manage and /or oversee these and other projects staff is recommending awarding on-call, as-needed contracts to multiple firms and individuals. This will allow work to be distributed and executed in a timely fashion. There were a total of 9 proposals received. Staff is recommending the top 5 firms be awarded a contract.

FISCAL ANALYSIS

Contracts will increase some of the project development costs but will aid in spending funds planned for capital improvement projects and major maintenance that have not been completed, as well as allowing staff to work on other projects. Projects exceeding the amount of \$50,000.00 or more must be taken to the Council for approval. Contracts will be issued based on funding availability in the approved budget.

STRATEGIC PLAN ASSESSMENT

This action supports Goal 1, provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs. This action also supports Goal 3, seek methods to create efficiencies and add additional value without compromising safety or performance.

ATTACHMENTS

1. SHN Consulting Engineers & Geologists Agreement
2. Oscar Larson & Associates Agreement
3. Michael Young Agreement
4. Freshwater Environmental Services Agreement

Staff review:


CM


Finance


Attorney

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

This agreement for professional services ("Agreement") is hereby entered into this ___ day of _____, 20___, by and between the City of Crescent City, a California municipal corporation ("CITY"), and SHN Consulting Engineers & Geologists, Inc., a California corporation ("CONSULTANT").

RECITALS

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

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

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

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

AGREEMENT

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

2. SCOPE OF SERVICES.

2.1. SERVICES TO BE PERFORMED. Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2.2. SCHEDULE FOR PERFORMANCE. CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive tasks, will be established on a periodic and project basis.

2.3. STANDARD OF QUALITY. All services performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

2.4. COMPLIANCE WITH LAWS. CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its

own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

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

3. COMPENSATION.

3.1. SCHEDULE OF PAYMENT. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on Exhibit "B" as specified in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2. ADDITIONAL SERVICES. CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

3.3. INVOICING AND PAYMENT. CONSULTANT must submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.

4. WORK PRODUCT REVIEW. CONSULTANT must make its work product available to CITY for review. If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.

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

6. EARLY TERMINATION.

6.1 WRITTEN NOTICE. CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.

6.2 DELIVERY OF WRITINGS. If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not

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

6.3 PAYMENT FOR SERVICES RENDERED. If CITY issues a notice of termination, CONSULTANT will be entitled to receive compensation for all services rendered prior to the effective date of termination plus reasonable termination expenses, including the cost of completing analysis, records and reports necessary to document job status at the time of termination.

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

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

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

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

11. NOTICE.

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

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

- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531 Phone: (707) 464-7483 FAX: (707) 465-1719	SHN 812 W. Wabash Ave. Eureka, CA 95501 Phone: (707) 441-8855

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

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

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

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

15. NONDISCRIMINATION.

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

15.2 POSTING. CONSULTANT must post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth above.

16. INSURANCE.

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

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

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

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

- 16.4 NOTICE OF CANCELLATION.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice to CITY.
- 16.5 WAIVER OF SUBROGATION.** CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.
- 16.6 SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- 16.7 CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.
- 16.8 VERIFICATION OF COVERAGE.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.
- 16.9 SUBCONTRACTORS.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.
- 16.10 LACK OF COVERAGE.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.

17. WORKERS' COMPENSATION.

17.1 COVENANT TO PROVIDE. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

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

18. GENERAL PROVISIONS.

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

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

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

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

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

18.6 COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the

prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

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

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

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

Executed by CITY and CONSULTANT on this _____ day of _____, 20____.

CITY OF CRESCENT CITY

CONSULTANT

By: Eric Wier, City Manager

By:
Its:

ATTEST:

Robin Patch, City Clerk

By:
Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

EXHIBITS

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

Exhibit A- Scope of Services

Exhibit B- Compensation

EXHIBIT A

SCOPE OF WORK

ON-CALL AS NEEDED ENGINEERING SERVICES.

Each project will be initiated with a numbered task order, which will include a description of the scope of services for that specific project as well as a not-to-exceed sum or a time and materials agreement for compensation. CONSULTANT'S signature on the task order will indicate CONSULTANT'S acceptance and agreement to perform the services requested. Task orders with a not-to-exceed amount of \$50,000.00 or more must be taken to the Council for approval.

EXHIBIT B
COMPENSATION



Consulting Engineers & Geologists, Inc.

**Fee Schedule
January 1, 2018**

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position¹	Hourly Rates		
Principal Engineer	\$ 145.00	-	\$ 185.00
Principal Geologist	\$ 135.00	-	\$ 175.00
Principal Surveyor	\$ 135.00	-	\$ 160.00
Principal Planner	\$ 135.00	-	\$ 155.00
Project Manager	\$ 95.00	-	\$ 150.00
Senior Planner	\$ 100.00	-	\$ 150.00
Senior Engineer	\$ 120.00	-	\$ 155.00
Senior Geotechnical Engineer	\$ 130.00	-	\$ 155.00
Senior Engineering Geologist	\$ 135.00	-	\$ 170.00
Senior Geologist	\$ 130.00	-	\$ 150.00
Senior Surveyor	\$ 115.00	-	\$ 140.00
Engineer	\$ 90.00	-	\$ 130.00
Traffic Engineer	\$ 90.00	-	\$ 140.00
Geologist	\$ 90.00	-	\$ 120.00
Certified Industrial Hygienist	\$ 95.00	-	\$ 140.00
Environmental Specialist	\$ 80.00	-	\$ 130.00
Environmental Planner	\$ 80.00	-	\$ 115.00
Staff Surveyor ³	\$ 80.00	-	\$ 105.00
Assistant Engineer	\$ 80.00	-	\$ 130.00
Survey Party Chief ³	\$ 80.00	-	\$ 105.00
Junior Engineer	\$ 65.00	-	\$ 95.00
Engineering Technician/Draftsperson ³	\$ 65.00	-	\$ 100.00
Lab/Field Technician ³	\$ 65.00	-	\$ 100.00
Survey Technician ³	\$ 65.00	-	\$ 90.00
Technical Writer	\$ 60.00	-	\$ 75.00
Clerical	\$ 60.00	-	\$ 75.00
Expert Witness ^{2,4}	\$ 175.00	-	\$ 275.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.
2 Minimum daily charge is four hours.
3 Rates depend on the specific personnel assigned and if prevailing wage rates are required in the area of work.
4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables

The following direct charges are charged in addition to the hourly charge rates set forth above.

Direct Charges:

CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$.15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 15.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day

Field Testing and Equipment:

Anchor bolt tension testing	\$ 80.00/day plus operator
CO ₂ Meter	\$ 10.00/day
Concrete Compression Impact Hammer	\$ 25.00/day*+
Core Drilling Machine	\$ 75.00/day + \$3.00/inch cored
Dissolved Oxygen Meter	\$ 53.00/day*+
Expendable Supplies	\$ 40.00/day*+
Fyrite Meter	\$ 33.00/day*+
Generator	\$ 53.00/day*+
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	\$275.00/day
Hand Auger	\$ 33.00/day
Health & Safety Level D	\$ 35.00/day*+
Health & Safety Level C	\$ 60.00/day*+
High Pressure Controller	\$ 60.00/day*+
Inclinometer	\$200.00/day*
LEL Meter	\$ 66.00/day*+
Nuclear Density Testing	\$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	\$ 15.00/day
OVA	\$132.00/day*+
Peristaltic Pump	\$ 50.00/day*+
pH/Conductivity Meter	\$ 53.00/day*+
Pumps	\$ 45.00/day*+
Quad (ATV)	\$150.00/day
Rebar Locating Device	\$ 40.00/day plus operator

* 1/2 Day Minimum Charge.

+ 25% Weekly Discount, 40% Monthly Discount.

(1) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued

Field Testing and Equipment, Continued:	
Roto-hammer	\$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	\$ 50.00/day
Soil/Gas Purge Pumps	\$ 30.00/day*+
Soil Gas Probes	\$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	\$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	\$ 50.00/day
Turbidity Meter	\$ 26.00/day*+
Ultrasonic Test Device	\$ 20.00/hour plus operator
Vapor Extraction System	\$500.00/day*+
Water Level Data Logger	\$ 60.00/day*+
Water Level Meter	\$ 33.00/day*+
Well Point	\$ 50.00/day
Survey Equipment:	
GPS Station	\$300.00/day*
Level	\$ 25.00/day*
Resource GPS	\$ 150.00/day*
Robotic Total Station	\$ 200.00/day
Total Station	\$ 7.50/hour
Total Station w/Data Collector	\$ 100.00/day
Toughbook	\$ 150.00/day*
Trimble GeoXT GPS Unit	\$ 150.00/day*
Laboratory Tests:	
Asphalt Briquette Compaction	\$ 50.00/ea. ⁽¹⁾
Asphalt Bulk Specific Gravity	\$ 30.00/ea.
Asphalt Content by Nuclear Method	\$ 75.00/test
Asphalt Content Gauge Calibration	\$200.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	\$ 5.00/ea.
Cleanness Value (CT 227)	\$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	\$200.00/ea.
6-inch Mold	\$200.00/ea.
Check Point	\$ 75.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	\$ 25.00/ea. ⁽²⁾
Concrete Linear Shrinkage (3 Bars)	\$200.00
Concrete Moisture	\$ 25.00/test (floor test)
Consolidation Test	\$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	\$145.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	\$115.00/point
Consolidated-Undrained (CU) (Modified ASTM)	\$130.00/point
Additional cycles (each)	\$ 65.00/ea.
Disposable Concrete Molds	\$ 2.00/ea.
* 1/2 Day Minimum Charge.	
+ 25% Weekly Discount, 40% Monthly Discount.	
(1) If asphalt is delivered to SHN lab unmixed, add \$75.00/ea. for processing and mixing per Caltrans CT304.	
(2) If concrete is sampled and delivered to SHN lab by outside contractor, add \$5.00/ea. for processing and curing per ASTM C-31.	

Reimbursables, Continued

Laboratory Tests, Continued:

Durability Index	\$ 75.00/ea.
Expansion Index	\$175.00/test
Fireproofing Density	\$ 50.00/ea.
Grout Compressive Strength	\$ 40.00/ea.
LA Rattler (abrasion resistance)	\$200.00/test
Liquid Limit	\$100.00/ea.
Masonry Block Compressive Strength	\$ 65.00/ea.
Masonry Block Linear Shrinkage	\$ 85.00/ea.
Masonry Block Prism Compressive Strength	\$125.00/ea.
Masonry Core Shear Test	\$ 50.00/core
Moisture Content	\$ 20.00/ea.
Moisture-Density Test	\$ 30.00/ea.
Particle Size Analysis (ASTM 422)	\$115.00/ea.
Percent Crushed Particles	\$125.00/ea.
Percent Entrained Air In Concrete	\$ 10.00/ea.
Percent Organics	\$ 50.00/ea.
Plastic Limit	\$ 50.00/ea.
Plasticity Index	\$150.00/ea.
R-Value	\$300.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	\$ 75.00/ea.
Sand Equivalent	\$ 50.00/ea.
Sawing Rocks and Concrete Cores	\$ 30.00/unit
Sieve Analysis--Coarse	\$ 50.00/ea.
Sieve Analysis--Fine	\$ 60.00/ea.
Sieve Analysis--Passing 200	\$ 45.00/ea.
Specific Gravity, Rock	\$ 45.00/ea.
Stabilometer of Premixed AC	\$ 75.00/ea.
Sulfate Soundness	\$ 80.00/cycle
Swell Test	\$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	\$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	\$385.00/point
Consolidated Drained (TXCD) (ACOE)	\$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	\$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	\$860.00/test
USDA Bulk Density Test	\$ 30.00/ea.
USDA Textural Suitability Test	\$ 60.00/ea.
Unconfined Compression	\$ 65.00/ea.
Unit Weight of Lightweight Concrete	\$ 50.00/unit

Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.

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

This agreement for professional services ("Agreement") is hereby entered into this ___ day of _____, 20___, by and between the City of Crescent City, a California municipal corporation ("CITY") and Oscar Larson & Associates Consulting Engineers, Inc., a California corporation ("CONSULTANT").

RECITALS

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

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

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

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

AGREEMENT

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

2. SCOPE OF SERVICES.

2.1. SERVICES TO BE PERFORMED. Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2.2. SCHEDULE FOR PERFORMANCE. CONSULTANT agrees to perform the services identified and agreed to in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive tasks, will be established and agreed to on a periodic and project basis. This Agreement is in force for 36 months from the date first entered into above.

2.3. STANDARD OF QUALITY. All services performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements. CONSULTANT must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

- 2.4. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful performance of the services it performs per this Agreement.
- 2.5. **PERSONNEL.** CONSULTANT agrees to assign ~~only~~ competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement. Failure to assign such competent personnel will constitute grounds for termination of this Agreement by CITY.
- 2.6. **PREVAILING WAGES.** CITY agrees to define project work subject to Prevailing Wage Laws. CONSULTANT agrees to pay prevailing wages, where required by CITY, and submit prevailing wage reports to appropriate agencies.
3. **COMPENSATION.**
- 3.1. **SCHEDULE OF PAYMENT.** The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on CONSULTANT'S Fee Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference.
- 3.2. **ADDITIONAL SERVICES.** CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been by formal amendment to this Agreement in accordance with Section 7.
- 3.3. **INVOICING AND PAYMENT.** CONSULTANT agrees to submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.
4. **WORK PRODUCT REVIEW.** CONSULTANT agrees to make its work product available to CITY for review by CITY. Where such CITY reviews extend the CONSULTANT'S schedule of performance, the parties agree to amend the schedule. If additional review is required by CITY and/or revisions are requested of CONSULTANT by CITY, CITY will conduct reviews in a timely manner and any extensions or revisions of schedule shall be agreed to by the parties.
5. **TERM OF AGREEMENT.** This Agreement is effective as of the date first above written and will remain in effect until for (3) years, and as it may be amended pursuant to Section 7, or terminated pursuant to Section 6.
6. **EARLY TERMINATION.**

- 6.1. WRITTEN NOTICE.** CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.
- 6.2. DELIVERY OF WRITINGS.** If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof. CITY agrees to pay CONSULTANT for the costs of preparation of, and delivery of, submitted writings.
- 6.3. PAYMENT FOR SERVICES RENDERED.** If CITY issues a notice of termination, CONSULTANT will be entitled to receive compensation for all services rendered prior to the effective date of termination and delivery of writings.
- 7. AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.
- 8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Except as required by law, CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any information stated by CITY to be confidential information relative to the work of CITY without the prior written consent of CITY. CITY agrees to be responsible for its use of all such information.
- 9. DISCLOSURE.** CONSULTANT must provide CITY with full disclosure of any other clients that CONSULTANT is currently serving in Del Norte County, including a brief description of the nature of the work being performed unless the work is subject to provisions of non-disclosure or confidentiality. If CONSULTANT initiates service to new clients within Del Norte County during the term of this agreement, CONSULTANT agrees to disclose such service to CITY.
- 10. INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CITY to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the responsibility to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICE.

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

11.1.1. by personal delivery, effective upon receipt by the addressee;

11.1.2. by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;

11.1.3. by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531 Phone: (707) 464-7483 Fax: (707) 465-1719	Oscar Larson & Associates Consulting Engineers, Inc. 317 Third Street, 2 nd Floor Eureka, CA 95501 Phone: (800) 660-2043 Fax: (707) 445-8230

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

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

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

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

15. NONDISCRIMINATION.

15.1. COMPLIANCE. CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws. CONSULTANT in accordance with State and

Federal laws will not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

15.2. POSTING. CONSULTANT must post in conspicuous places, in accordance with State and Federal regulations, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth above.

16. INSURANCE.

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

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

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

16.3. PRIMARY COVERAGE. For any claims related to this Project, the CONSULTANT'S Commercial General Liability insurance coverage will be primary

insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it.

- 16.4. NOTICE OF CANCELLATION.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice to CITY.
- 16.5. WAIVER OF SUBROGATION.** CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.
- 16.6. SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- 16.7. CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.
- 16.8. VERIFICATION OF COVERAGE.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements at any time.
- 16.9. SUBCONTRACTORS.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all Commercial General Liability policies as required herein.
- 16.10. LACK OF COVERAGE.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may, after appropriate notice to CONSULTANT,

obtain the same insurance and deduct the premium(s) from contract monies due to CONSULTANT.

17. WORKERS' COMPENSATION.

- 17.1. COVENANT TO PROVIDE.** CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.
- 17.2. WAIVER OF SUBROGATION.** CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

18. GENERAL PROVISIONS.

- 18.1. INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall indemnify CITY, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CONSULTANT or CONSULTANT'S officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement.
- 18.2. CONFLICT OF INTEREST.** CONSULTANT must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY'S interest. CONSULTANT must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation where CITY has defined and provided the "CITY'S Interest" to CONSULTANT.
- 18.3. TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described herein, in accordance with agreed upon schedules. CONSULTANT is not responsible for delays in schedule caused by or due to any regulatory authorities or approved agencies.
- 18.4. SEVERABILITY.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.
- 18.5. GOVERNING LAW AND CHOICE OF FORUM.** This Agreement ~~must~~ will be administered and interpreted under California law as written by both parties. Any

litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.

- 18.6. **COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 18.7. **NO ASSIGNMENT.** This Agreement and any amendments hereto are not assignable by CONSULTANT, either voluntarily or by operation of law, without the prior written consent of CITY. Any attempt to assign this Agreement without CITY approval will be legally void.
- 18.8. **INTEGRATION.** This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.
- 18.9. **AUTHORIZATION TO EXECUTE.** The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

Executed by CITY and CONSULTANT on this _____ day of _____.

CITY OF CRESCENT CITY

CONSULTANT:

By: Eric Wier, City Manager

By: Kenneth G. Davlin, PE
Its: PRESIDENT

ATTEST:

Robin Patch, City Clerk

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

EXHIBITS

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

Exhibit A – Scope of Services

Exhibit B – Compensation

EXHIBIT A

SCOPE OF WORK

ON-CALL AS NEEDED ENGINEERING SERVICES.

Each project will be initiated with a numbered task order, which will include a description of the scope of services for that specific project as well as a not-to-exceed or a time and materials agreement sum for compensation. CONSULTANT'S signature on the task order will indicate CONSULTANT'S acceptance and agreement to perform the services requested. Task orders with a not-to-exceed amount of \$50,000.00 or more must be taken to the Council for approval.

EXHIBIT B

COMPENSATION

See attached fee schedule "Oscar Larson & Associates Fee Schedule of 2018", which is the basis of fees for the agreed upon On Call work.



MASTER COMPANY SERVICES FEE SCHEDULE – EFFECTIVE 1 JANUARY 2018

1.0 **HOURLY RATES USED FOR TIME AND MATERIALS AGREEMENTS** – When a project scope cannot be defined precisely, compensation will be based on hourly charge rates plus expenses. Rates include payroll costs, overhead, and profit. Rates are based on the skills and experience levels of assigned individuals.

	<u>STANDARD HOURLY RATE</u>
1.1 ENGINEERING SERVICES	
Principal Consultant	\$300.00
Senior Project Manager	\$225.00 - \$275.00
Project Manager	\$160.00 - \$200.00
Project Engineer	\$120.00 - \$150.00
Staff Engineer	\$100.00 - \$150.00
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Construction Observer	\$75.00 - \$150.00

1.2 PLANNING AND ENVIRONMENTAL SCIENCE SERVICES	
Project Manager	\$150.00 - \$200.00
Senior Environmental Planner	\$130.00 - \$150.00
Environmental Analyst/Planner	\$90.00 - \$130.00

1.3 PRODUCTION SPECIALIST SERVICES	
Production Specialist	\$80.00 - \$110.00
Administration Manager	\$75.00 - \$100.00
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1.4 REGULATORY AND PERMIT SERVICES	
Program Manager	\$130.00 - \$150.00
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Administration Staff	\$75.00

1.5 **DEPOSITIONS AND COURT APPEARANCES** \$500.00/hr; \$2,000.00 min./day

1.6 EXPENSES	
Plotter, Paper Prints, and Vellum (24" x 36")	\$9.00/print + labor
Mylars (24x36)	\$12.00/sheet + labor
Communications Equipment Fees (Computers, Faxes, Phones)	3% of invoice labor
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- 1.12 Prevailing Wage Rates will be established for each applicable project.
- 2.0 **LUMP SUM** – When a project scope can be defined, a lump sum may be the basis for total compensation.
- 3.0 **FEES PAYABLE** – All fees are due and payable within 15 days of the date of the invoice. Invoices not paid within 30 days are subject to a charge of 1% (or the maximum allowed by law) of the invoice amount per month. Clients will be responsible for all collection costs, including attorney’s fees, in the event legal action is necessary to collect any amounts due.
- 4.0 All fees and information on this schedule are subject to change without notice.
- 5.0 Fees paid by credit card will include an additional service fee.
- 6.0 Client’s property on which work is performed will be subject to placement of liens for lack of payment in accordance with legal statute.



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

This agreement for professional services ("Agreement") is hereby entered into this ___ day of _____, 20___, by and between the City of Crescent City, a California municipal corporation ("CITY") and Michael Young, a Civil Engineer ("CONSULTANT").

RECITALS

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

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

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

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

AGREEMENT

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

2. SCOPE OF SERVICES.

2.1. SERVICES TO BE PERFORMED. Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2.2. SCHEDULE FOR PERFORMANCE. CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive tasks, will be established on a periodic and project basis.

2.3. STANDARD OF QUALITY. All services performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

2.4. COMPLIANCE WITH LAWS. CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this

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

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

3. COMPENSATION.

3.1. SCHEDULE OF PAYMENT. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on Exhibit "B" attached hereto and incorporated herein by this reference.

3.2. ADDITIONAL SERVICES. CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

3.3. INVOICING AND PAYMENT. CONSULTANT must submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.

4. WORK PRODUCT REVIEW. CONSULTANT must make its work product available to CITY for review. If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.

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

6. EARLY TERMINATION.

6.1 WRITTEN NOTICE. CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.

6.2 DELIVERY OF WRITINGS. If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its

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

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

7. **AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable.
8. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Except as required by law, CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.
9. **DISCLOSURE.** CONSULTANT must provide CITY with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this agreement, CONSULTANT must disclose such service to CITY.
10. **INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CITY to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICE.

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

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

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531 Phone: (707) 464-7483 FAX: (707) 465-1719	Michael Young 3750 Lake Earl Drive Crescent City, CA 95531 Phone: (707)-954-5178

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

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

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

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

15. NONDISCRIMINATION.

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

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

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

16. INSURANCE.

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

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

Professional Liability (E&O) coverage will be omitted from this contract. Anything requiring an Engineer Stamp will be reviewed and stamped by another engineer.

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

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

- 16.4 NOTICE OF CANCELLATION.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice to CITY.
- 16.5 WAIVER OF SUBROGATION.** CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.
- 16.6 SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- 16.7 CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.
- 16.8 VERIFICATION OF COVERAGE.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.
- 16.9 SUBCONTRACTORS.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.
- 16.10 LACK OF COVERAGE.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.

17. WORKERS' COMPENSATION.

17.1 COVENANT TO PROVIDE. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

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

18. GENERAL PROVISIONS.

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

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

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

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

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

18.6 COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the

prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

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

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

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

Executed by CITY and CONSULTANT on this _____ day of _____, 20_____.

CITY OF CRESCENT CITY

CONSULTANT

By: Eric Wier, City Manager

By:
Its:

ATTEST:

Robin Patch, City Clerk

By:
Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

EXHIBITS

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

Exhibit A- Scope of Services

Exhibit B- Compensation

EXHIBIT A

SCOPE OF WORK

ON-CALL AS NEEDED ENGINEERING SERVICES.

Each project will be initiated with a numbered task order, which will include a description of the scope of services for that specific project as well as a not-to-exceed sum or a time and materials agreement for compensation. CONSULTANT'S signature on the task order will indicate CONSULTANT'S acceptance and agreement to perform the services requested. Task orders with a not-to-exceed amount of \$50,000.00 or more must be taken to the Council for approval.

EXHIBIT B

COMPENSATION

Michael Young
3750 Lake Earl Drive
Crescent City, CA 95531

Civil Engineer
707-954-5178

**SCHEDULE OF FEES
2019**

Michael Young	\$100.00per hour
Drafting Services	\$ 75.00 per hour
Outside Services	Cost plus 5%
Auto expenses	\$0.40 per mile
Out of area travel, lodging, etc	Cost plus 5%
Copies (xerographic)	\$0.15 per page
Drawing prints (24" x 36")	\$3.00 per sheet

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

This agreement for professional services ("Agreement") is hereby entered into this ___ day of _____, 20___, by and between the City of Crescent City, a California municipal corporation ("CITY") and Freshwater Environmental Services, a California corporation ("CONSULTANT").

RECITALS

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

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

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

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

AGREEMENT

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

2. SCOPE OF SERVICES.

2.1. SERVICES TO BE PERFORMED. Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2.2. SCHEDULE FOR PERFORMANCE. CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive tasks, will be established on a periodic and project basis.

2.3. STANDARD OF QUALITY. All Services performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

2.4. COMPLIANCE WITH LAWS. CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its

own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

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

3. COMPENSATION.

3.1. SCHEDULE OF PAYMENT. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on Exhibit "B" attached hereto and incorporated herein by this reference.

3.2. ADDITIONAL SERVICES. CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

3.3. INVOICING AND PAYMENT. CONSULTANT must submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.

4. WORK PRODUCT REVIEW. CONSULTANT must make its work product available to CITY for review. If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.

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

6. EARLY TERMINATION.

6.1 WRITTEN NOTICE. CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.

6.2 DELIVERY OF WRITINGS. If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not

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

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

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

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

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

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- (a) by personal delivery, effective upon receipt by the addressee;
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- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531 Phone: (707) 464-7483 FAX: (707) 465-1719	Freshwater Environmental Services 78 Sunny Brae Center Arcata, CA 95521 Phone: (707) 839-0091

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

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

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

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

15. NONDISCRIMINATION.

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

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

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

	POLICY TYPE	MINIMUM COVERAGE LIMITS
(a)	Workers' Compensation	Per California Law
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(c)	Automobile Liability ISO Form # CA 0001	\$1,000,000 per accident for BI/PD, for all owned, non-owned and hired vehicles
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(e)	Professional Liability (E&O)	\$1,000,000 per occurrence or claim; \$2,000,000 aggregate

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

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

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

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

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

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

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

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

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

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17.1 COVENANT TO PROVIDE. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

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

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

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

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

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

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

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

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

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

Executed by CITY and CONSULTANT on this _____ day of _____, 20____.

CITY OF CRESCENT CITY

CONSULTANT

By: Eric Wier, City Manager

By:
Its:

ATTEST:

Robin Patch, City Clerk

By:
Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

EXHIBITS

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

Exhibit A- Scope of Services

Exhibit B- Compensation

EXHIBIT A

SCOPE OF WORK

ON-CALL AS NEEDED ENGINEERING SERVICES.

Each project will be initiated with a numbered task order, which will include a description of the scope of services for that specific project as well as a not-to-exceed sum or a time and materials agreement for compensation. CONSULTANT'S signature on the task order will indicate CONSULTANT'S acceptance and agreement to perform the services requested. Task orders with a not-to-exceed amount of \$50,000.00 or more must be taken to the Council for approval.

EXHIBIT B
COMPENSATION

Freshwater Environmental Services

HOURLY RATES, REIMBURSABLES AND MARK UP ON MATERIALS

All FES staff have an hourly rate of \$95/hour.

All consumables will be billed without markup.

All subcontractors and laboratory fees will be billed direct without FES markup.

Profit is the difference between the labor rate of \$95/hour minus wages and indirect company costs and will vary for each project.



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: NACOLE SUTTERFIELD, ENGINEERING PROJECT MANAGER

DATE: FEBRUARY 19, 2019

**SUBJECT: ENGINEERING SUPPORT SERVICES CONTRACT – STOVER
ENGINEERING**

RECOMMENDATION

- Hear staff report
- Take public comment
- Authorize City Manager to sign a contract with Stover Engineering for as-needed engineering support services.

BACKGROUND

Please refer to the background and analysis section of Item #14 Supporting Engineering Services on this Agenda.

ITEM ANALYSIS

Jon Olson, City Public Works Director is a past employee of Stover Engineering and therefore not allowed to take part in the award of any contracts with Stover Engineering for one year after ending his employment with the firm. Mr. Olson was not involved in the decision-making process for this contract.

FISCAL ANALYSIS

Contracts will increase some of the project development costs but will aid in spending funds planned for capital improvement projects and major maintenance that have not been completed, as well as allowing staff to work on other projects. Projects exceeding the amount of \$50,000.00 or more must be taken to the Council for approval. Contracts under \$50,000 will be issued based funding availability in the approved budget.

STRATEGIC PLAN ASSESSMENT

This action supports goal 1, provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs. This action also supports goal 3, seek methods to create efficiencies and add additional value without compromising safety or performance.

ATTACHMENTS

1. Stover Engineering Agreement

Staff review:


CM


Finance


Attorney

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

This agreement for professional services ("Agreement") is hereby entered into this ___ day of _____, 20___, by and between the City of Crescent City, a California municipal corporation ("CITY") and Stover Engineering, an Engineering firm ("CONSULTANT").

RECITALS

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

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

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

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

AGREEMENT

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

2. SCOPE OF SERVICES.

2.1. SERVICES TO BE PERFORMED. Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT will perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2.2. SCHEDULE FOR PERFORMANCE. CONSULTANT must perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Target completion dates for key date sensitive tasks, will be established on a periodic and project basis.

2.3. STANDARD OF QUALITY. All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

2.4. COMPLIANCE WITH LAWS. CONSULTANT shall exercise due and reasonable care to provide its services to comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees at the time, consistent with

CONSULTANT'S generally accepted standard of care, at the time CONSULTANT renders service. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

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

3. COMPENSATION.

3.1. SCHEDULE OF PAYMENT. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder will be based on Exhibit "B" attached hereto and incorporated herein by this reference.

3.2. ADDITIONAL SERVICES. CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

3.3. INVOICING AND PAYMENT. CONSULTANT must submit monthly invoices based on work completed. CITY will pay CONSULTANT within 30 days of receipt of CONSULTANT's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute.

4. WORK PRODUCT REVIEW. CONSULTANT must make its work product available to CITY for review. If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.

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

6. EARLY TERMINATION.

6.1 WRITTEN NOTICE. CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT ten (10) calendar days advance written notice of termination. The notice is to be delivered and addressed to CONSULTANT as set forth in Section 11 of this Agreement.

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

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

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

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Except as required by law, CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY. These provisions shall not apply to information in whatever form that comes into the public domain, is already in the possession of CONSULTANT through a third-party under no obligation of confidentiality, nor shall it restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

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

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

11. NOTICE.

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

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

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531 Phone: (707) 464-7483 FAX: (707) 465-1719	Stover Engineering 711 H Street Crescent City, CA 95531 Phone: (707) 465-6742

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

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

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

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

15. NONDISCRIMINATION.

15.1 COMPLIANCE. CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws. CONSULTANT must not discriminate in the

conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

15.2 POSTING. CONSULTANT must post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth above.

16. INSURANCE.

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

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

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

- 16.3 PRIMARY COVERAGE.** For any claims related to this Project, the CONSULTANT'S insurance coverage, with the exception of Professional Liability (E&O), Workers' Compensation, and Employers' Liability), will be primary insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it.
- 16.4 NOTICE OF CANCELLATION.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice to CITY.
- 16.5 WAIVER OF SUBROGATION.** CONSULTANT hereby grants CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.
- 16.6 SELF-INSURED RETENTIONS.** Self-insured retentions must be declared to and approved by CITY. CITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- 16.7 CLAIMS-MADE POLICIES.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.
- 16.8 VERIFICATION OF COVERAGE.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.
- 16.9 SUBCONTRACTORS.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials,

employees, agents and volunteers are additional insureds on all policies as required herein.

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

17. WORKERS' COMPENSATION.

17.1 COVENANT TO PROVIDE. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

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

18. GENERAL PROVISIONS.

18.1 INDEMNIFICATION. CONSULTANT agrees to indemnify and save harmless CITY, its elected and appointed officers, employees, and any other entity or person for which CONSULTANT is legally liable from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable attorneys' fees, costs and expenses recoverable under applicable law) that CITY incurs from claims by third-parties, and losses, whatsoever, accruing or resulting to any person or other legal entity who may be injured or damaged resulting from and to the extent caused by CONSULTANT'S negligent errors and omissions or negligence, including bodily injury, sickness, disease or death, or for injury to or destruction of tangible property of CONSULTANT, its employees, any other entity or person for which CONSULTANT is legally liable pertaining to the performance of this Agreement. CONSULTANT'S liability arising out of the performance of its obligations hereunder will be limited to the fees paid by CITY to CONSULTANT for services contemplated by this Agreement. This liability limitation does not apply to claims made by any third party, nor does it apply in the event of the willful misconduct or gross negligence of CONSULTANT, its principals, employees or agents.

Notwithstanding the foregoing, if CONSULTANT's obligation to indemnify and/or hold harmless arises out of CONSULTANT's performance of "CONSULTANT" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein

as it was in effect as of the date of this Agreement, CONSULTANT's indemnification obligation shall be limited to claims to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT is not obligated to indemnify and hold CITY harmless for CITY'S active or sole negligence or willful misconduct.

- 18.2 CONFLICT OF INTEREST.** CONSULTANT must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY's interest. CONSULTANT must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.
- 18.3 TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described herein.
- 18.4 SEVERABILITY.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.
- 18.5 GOVERNING LAW AND CHOICE OF FORUM.** This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.
- 18.6 COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 18.7 NO ASSIGNMENT.** This Agreement and any amendments hereto are not assignable by CONSULTANT either voluntarily or by operation of law without the prior written consent of CITY. Any attempt to assign this Agreement will be legally void.
- 18.8 INTEGRATION.** This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

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

Executed by CITY and CONSULTANT on this _____ day of _____, 20____.

CITY OF CRESCENT CITY

CONSULTANT

By: Eric Wier, City Manager

By:
Its:

ATTEST:

Robin Patch, City Clerk

By:
Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

EXHIBITS

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

Exhibit A- Scope of Services

Exhibit B- Compensation

EXHIBIT A

SCOPE OF WORK

ON-CALL AS NEEDED ENGINEERING SERVICES.

Each project will be initiated with a numbered task order, which will include a description of the scope of services for that specific project as well as a not-to-exceed sum or a time and materials agreement for compensation. CONSULTANT'S signature on the task order will indicate CONSULTANT'S acceptance and agreement to perform the services requested. Task orders with a not-to-exceed amount of \$50,000.00 or more must be taken to the Council for approval.

EXHIBIT B
COMPENSATION

Stover Engineering Standard Rates and Charges

1. The following maximum hourly rates for professional services are to be charged as compensation for services rendered (actual rates invoiced will be based on individual performing the work):

Principal Engineer	\$135.00/hour	Senior/Project Engineer	\$125.00/hour
Staff Engineer	\$105.00/hour	Assistant Engineer	\$ 90.00/hour
Engineering Technician	\$ 88.00/hour	Drafting Technician	\$ 88.00/hour
Clerical	\$ 70.00/hour	Expert Witness	\$270.00/hour (Depositions/Hearings 2 HR min)
Construction Manager	\$135.00/hour		

Services subject to State or Federal Prevailing Wages _____ Ask for up-to-date Quote
 (See Note 6 below)

2. In addition to the hourly professional service rates, the following direct charges shall be made:

CADD Plots on Bond	\$2.00 per 24"x36" sheet
Digital Scan	\$3.00 per 24"x36" sheet
Digital Copies/Prints	\$2.00 per 24"x36" sheet plus Scan
Ink on Mylar Original Plots	\$15.00 per 24"x36" sheet
Photocopies	\$0.10 per single sided page
Photocopies (Color)	\$0.55 per single sided page
Company owned Vehicle	\$0.60 per mile traveled or \$25.00/day for more than 4-hour local use
Automatic Level	\$25.00 per day
Total Station	\$80.00 per day
Turbidimeter/ph Meter for SWPPP QSP	\$12.00 per Rain Day
Telephone (Long Distance Charges)	Cost plus 10%
Other Direct Expenses	Cost plus 10%
Equipment, miscellaneous	Call for quote

3. MATERIALS TESTING

Field Compaction Testing (ASTM 2922, Cal 231)	Staff Time + Mileage + Gauge
Nuclear Gauge	\$20.00/hr
Concrete Field Sampling (ASTM C-31, C-143)	Staff Time + Mileage
Other Tests not listed above or by another firm	Staff Time or Negotiated Fee

4. Overtime, which is requested by the Client or necessary by law, will be charged at 130% of the applicable hourly service rates.
5. Unless specified otherwise within this Agreement, subconsultants and subcontractors nominally will be cost plus 10% for their own rates, which may be higher than Consultant's Rates listed above.
6. Unless expressly conditioned in the Agreement, all work performed under this Agreement is professional in nature and Client expressly agrees that it is not subject to payment of State or Federal prevailing wages. Client agrees that if it is subsequently determined at a later date that portions of the work are subject to prevailing wages and must be paid to employees, Consultant shall be additionally compensated by Client the cost difference between the regular wage paid and prevailing wage to be paid times 1.35, plus the cost of any fines levied for violation of prevailing wage laws, plus reasonable and necessary legal fees and costs for defense related to prevailing wage issues.

These rates are effective until 1 January 2020 when at such time they may be modified.

[End of Standard Rates and Charges]

Client/Address: Stover Engineering
711 H Street
Crescent City, CA 95531

Schedule of Charges

Date: January 4, 2019

PERSONNEL COMPENSATION

Table with 2 columns: Classification and Hourly Rate. Rows include Engineer-Scientist-Specialist 1-8, CAD-Designer, Project Administrator, and Administrative Assistant with their respective hourly rates.

In addition to the above Hourly Rates, an Associated Project Cost charge of \$6.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 4, 2019 through December 31, 2019. After December 31, 2019, invoices will reflect the Schedule of Charges currently in effect.

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: JON OLSON, PUBLIC WORKS DIRECTOR

DATE: FEBRUARY 19, 2019

SUBJECT: POOL CLOSURE AND REPAIRS

RECOMMENDATION

- Hear staff report
- Take public comment
- Adopt Resolution No. 2019-06, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2018-2019 Budget of the City of Crescent City

BACKGROUND

Due to a significant leak in the pool and another leak in the water line under the deck, the Fred Endert Municipal Swimming Pool will have to close for repairs. The pool is scheduled to be closed Sunday, Feb. 17th through Sunday, March 24th. The pool will have to be drained to fix the leaks. The materials for that repair have to be special ordered which will take 3 weeks to ship. Once the repairs are made, the final product that is applied requires one week to cure, then the pool can be refilled. While waiting on the materials for the pool, City crews will remove a large portion of the east deck to make repairs to the water line.

Our initial investigation revealed a significant leak at the pool's east wall expansion joint. The sealant product used to fill this joint had fallen through the joint and into a void behind the pool wall. In order to better assess the extent of the void, a hole was cut through the pool deck in an area that does not normally have any foot traffic. Through this exploration hole, staff were able to confirm that there had been significant soil loss under the exposed portion of the pool deck. Using a long pipe, staff was able to probe both vertically and horizontally to check soil stability and compaction. Staff found that the soil all around the exploration hole was no longer properly compacted and that there were significant voids.

Staff also noted that water was present under the slab and that the water level was greater than that of the pool. When staff turned off the pool pump the water began to recede below the pool deck which indicated that the heated recirculation water was leaking somewhere below the pool deck.

Staff began to open up additional deck area around the expansion joint in order to gain access to begin making repairs. After opening an approximately 2-foot wide by 8-foot long portion of the pool deck, staff realized that the repair was going to be more significant than originally anticipated and a new work plan would be required.

ITEM ANALYSIS

The investigation and work plan are as follows:

Excavate the soil below the deck in the area where the deck has already been removed and see if the location of the leak can be identified. If the pressure line leak cannot be identified, then additional pool deck will be removed and soil excavated until the leak is found. Once known leaks are repaired, a self-compacting slurry will be used to replace the soil. The expansion joint will also be replaced at that time. The pool deck can then be poured and once filled, heated, and the chemicals balanced, the pool will be reopened.

City staff will be working with specialty contractors to make the needed repairs. City staff does not have all the required tools or expertise in trades to take this project on with only City forces. Contractors will be used only to the extent needed to finish our investigation and accomplish this project.

Staff is going to take advantage this pool closure by performing other maintenance work and deep cleaning of the pool. The intention is to also address some of the comments received recently out of the pool master plan public meeting.

FISCAL ANALYSIS

Staff anticipates that contracts with specialty contractors (saw cutting, concrete pumping, vacuum excavation) will be approximately \$20,000. Material and supplies are estimated at \$15,000 (concrete, joint sealant, reinforcing). Additional staff design, planning, and installation hours are not included in this budget. This number is subject to change as the source of the leak and extent of the damage have not been fully identified and the project could grow in scope and scale.

STRATEGIC PLAN ASSESSMENT

This action supports goal 1, provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

ATTACHMENTS

1. Adopt Resolution No. 2019-06, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2018-2019 Budget of the City of Crescent City

Staff review:


CM


Finance


Attorney

RESOLUTION NO. 2019-06

**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 4th day of June 2018; and

WHEREAS, the City Council adopted said budget; and

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

WHEREAS, the City's Municipal Pool provides services to the community; and

WHEREAS, the City's Municipal Pool has two major leaks that are in need of repair for the safety of the asset and community; and

WHEREAS, fulfillment of these priorities requires an amendment to the City's Fiscal Year 2018-19 operating budget.

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

1. That the Fiscal Year 2018-19 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

Fund	Revenue Increase	Expenditure Increase
General Fund	\$0	\$35,000

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 19th day of February, 2019, by the following polled vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk