

CITY OF CRESCENT CITY

Mayor Blake Inscore
Council Member Alex Fallman
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime
Council Member Jason Greenough

AGENDA REGULAR CITY COUNCIL MEETING VIRTUAL VIA ZOOM

MONDAY

JULY 6, 2020

6:00 P.M.

Due to the current public health emergency resulting from COVID-19, the public may access and participate in the public meeting using one or more of the following three methods: (1) participate online via Zoom – details to join the meeting will be on both the [City of Crescent City – City Hall Facebook page](#) as well as the [City of Crescent City website \(www.crescentcity.org\)](#); (2) watch the meeting via livestream on YouTube (Channel: [City of Crescent City, California](#)) and submit comments via publiccomment@crescentcity.org; or submit a written comment by filing it with the City Clerk at 377 J Street, Crescent City, California 95531 prior to 4:00 pm, July 6, 2020. If you require a special accommodation, please contact City Clerk Robin Patch at 464-7483 ext. 223.

Due to lack of items to discuss, there will not be a closed session.

OPEN SESSION

Call to order
Roll call
Pledge of Allegiance

PUBLIC COMMENT PERIOD

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

CEREMONIAL ITEMS – None

CONSENT CALENDAR

1. Council Meeting Minutes

- *Recommendation: Approve the June 15, 2020 special meeting minutes, June 22, 2020 special meeting minutes, and June 24, 2020 special meeting minutes of the City Council.*

2. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period June 6, 2020 through June 26, 2020.*

3. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending June 20, 2020 paid June 26, 2020.*

4. Confirming a Local Emergency Continues to Exist

- *Recommendation: Adopt Resolution No. 2020-53, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY CONFIRMING A LOCAL EMERGENCY CONTINUES TO EXIST*

5. Pebble Beach Bank Stabilization Project

- *Recommendation: Direct staff to include \$175,000 in staff labor and benefits and \$25,000 in incidental costs for the Pebble Beach Bank Stabilization Project request for Advanced Construction funding.*

6. The California Endowment Grant for Smoke-Free Multiunit Housing Ordinance

- *Recommendation: Accept The California Endowment grant in the amount of \$9,000 to assist the City with Health in All Policy ordinance support, including but not limited to, the evaluation of a smoke-free multiunit housing ordinance.*
- *Adopt Resolution No. 2020-54, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET.*

REPORTS AND PRESENTATIONS - None

PUBLIC HEARINGS - None

CONTINUING BUSINESS - None

NEW BUSINESS

7. 2019-2020 Community Development Block Grant (CDBG) Application

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Consider and take the following actions:*
 1. *Ratify the City Manager's acceptance of The California Endowment Grant in the amount of \$9,000 to complete economic development grant applications which can leverage federal funding to build health, wellness, and recovery in Del Norte County.*
 2. *Adopt Resolution No. 2020-55, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-2021 BUDGET.*
 3. *Authorize the City Manager to execute a Professional Services Agreement with Claggett Wolfe Associates.*

4. *Authorize the City Manager to execute a Memorandum of Understanding with Del Norte County to allow business loan program to serve businesses within the County.*
5. *Direct staff to complete and submit all required grant application documents.*
6. *Direct staff to procure two additional consultants for the program, with agreements to be brought back to the Council for approval.*

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 special meeting of the City Council of the City of Crescent City scheduled for Monday, July 20, 2020 at 6:00 p.m., via Zoom, Crescent City, CA 95531.

POSTED:

July 2, 2020

/s/ Robin Patch

City Clerk/Administrative Analyst

<p><i>Vision:</i></p> <p>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.</p>
<p><i>Mission:</i></p> <p>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.</p>
<p><i>Values:</i></p> <p>Accountability Honesty & Integrity Excellent Customer Service Effective & Active Communication Teamwork Fiscally Responsible</p>



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 VIRTUAL VIA ZOOM MEETINGS

MONDAY

JUNE 15, 2020

6:00 P.M.

OPEN SESSION

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

Roll call Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore
Staff Members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrator Robin Patch, Human Resources Administrator Sunny Valero, Police Chief Richard Griffin, Public Works Manager Jason Wylie, Public Works Director/City Engineer Jon Olson, Finance Director Linda Leaver, Housing Authority Executive Director Megan Miller, and Fire Chief Bill Gillespie

Pledge of Allegiance led by Mayor Inscore

PUBLIC COMMENT PERIOD

The following citizens addressed the Council:

Matt Hildebrandt: spoke on keeping the pool open for the Crescent City Swim Club by keeping the pool temperature to 5° less than usual as the fees they pay for this activity will cover City costs.

Doug Suzuki: spoke about pickleball and how the game is played using social distancing and asked if Dr. Rehwaldt will allow those games to resume.

Linda Sutter: asked about the City roads being paved and when it will be done.

Mahlia Florendo: spoke on behalf of RX Safe. Invited the City Council to the upcoming opioid summit via Zoom from June to mid-July. Would like a week dedicated to opioid awareness.

Mayor Inscore closed public comment at 6:14 p.m. as no more comments were received.

CEREMONIAL ITEMS - None

CONSENT CALENDAR

1. Council Meeting Minutes

- *Recommendation: Approve the June 1, 2020 regular meeting minutes of the City Council.*

2. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period May 23, 2020 through June 5, 2020.*

3. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending June 6, 2020 paid June 12, 2020 and period ending*

4. Pebble Beach Bank Stabilization Project (Design Phase): Approve Interfund Loan and Authorize COWI to Proceed with Full Scope of Work

- *Recommendation: Approve Resolution No. 2020-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING WATER ENTERPRISE INTERFUND LOAN AND TERMS FOR THE PEBBLE BEACH STABILIZATION PROJECT*
- *Approve Resolution No. 2020-44, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET*
- *Authorize COWI to proceed with the full scope of work called out in the Agreement for Professional Services dated May 11, 2020.*

5. CCPOA 2018-2020 MOU Amendment

- *Recommendation: Adopt Resolution No. 2020-45 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRESCENT CITY AND THE CRESCENT CITY POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2020*

6. Amended Agreement for Camp Host Soltesz

- *Recommendation: Approve amended agreement for Camp Host Soltesz at Shoreline RV Park to include Camp Host Wasgatt*

7. FY 19-20 Budget Adjustment for CARES Act Revenue

- *Recommendation: Adopt Resolution No. 2020-46, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET.*

Due to item number 4 being a debt service, and City policy requires separate action to be taken on it, the Council was in unanimous consensus to pull it from the consent calendar for discussion and placed under continuing business.

The following citizen addressed the Council:

Linda Sutter: asked if number 4 was pulled so that the public could comment on it. Mayor Inscore stated no, it was due to City policy for separate action.

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 adopted the consent calendar consisting of items 1-3, and 5-7 as presented.

REPORTS AND PRESENTATIONS

8. Update from Dr. Rehwaldt on COVID-19 and Reopening

Dr. Rehwaldt addressed the Council explaining the reopening strategy. He reported that the cases for us have died down, the cluster we saw earlier has since recovered, however he does not want to open things up all at once to keep the virus activity low. Reported on Biobot being used at the Wastewater Treatment Plant and that it is a system of measuring the genetic material of the virus in wastewater. The numbers dropped down from the last test, it is at 180 cases; this is new technology and Del Norte Public Health (DNPH) is unsure how to use the data obtained from the testing. Contact tracing seems to have been very effective for the last cluster of cases we saw. We are also the smallest county in California with a large facility such as Pelican Bay. Mayor Inscore addressed the public comment given earlier about the playing of the game pickleball; Dr. Rehwaldt said he is familiar with the sport and doesn't have a problem with it, just wants people to be careful. He stated that this evening, he cannot with certainty that those measures will be relaxed for the game to be played inside, however, we could see change by next week. Council Member Fallman asked how the new testing site has increased our testing ability; Dr. Rehwaldt stated that it has increased testing a lot. Verily has been great and is a surveillance tool for DNPH because it shows the level of disease activity that we have. Council Member Fallman asked who should go get tested now; Dr. Rehwaldt stated that since we have it here so easily, I don't want to put any barriers in place. If he would prioritize anyone it would be healthcare workers, first responders, and some essential service workers; it is open to the public. Council Member Greenough asked if someone was staying in a hotel room and became infected, would they have to pay for that hotel room for having to quarantine there for 14 days. Dr. Rehwaldt, stated that hotels will be asked to keep a few rooms available in case someone becomes infected with the virus and needs a place to quarantine. As for who will have to pay for the room, that is unknown. It's more of a question of who has legal responsibility, they should be able to stay or afford to stay, a lot of time it is not the full 14 days. Dr. Rehwaldt stated he did not know the answer to that particular question, as it's a bridge we haven't crossed yet. Council Member Greenough asked with testing ramping up, it surprises him we are not speeding the reopening of Del Norte County. Dr. Rehwaldt stated he would feel better if we had a case or two because it shows that the virus is lingering in the County and this helps us track how the virus is affecting the community and how to better manage it. Mayor Pro Tem Kime asked about her retest and if it would be considered a "new test" when the total number of tests done are calculated; Dr. Rehwaldt answered that it would be counted as a new test, however, if you were a positive before and a new positive, it would not be counted as a new positive. It would only be counted as a new positive if it has been six months down the road and you test positive again. Mayor Inscore emphasized the importance of testing and for the community to take advantage of this free testing site.

Linda Sutter: asked of how many positives were sick, are people bringing food to those quarantined, and is there actually a coronavirus. *Dr. Rehwaldt stated that COVID 19 refers to the disease caused by the Novel Coronavirus, there are different circulating viruses, but it still falls under COVID 19. It may turn out that the West Coast has had not as severe of cases as the East Coast. There have been thousands in California that have died, it is not the same as the flu. It's not about how many people get very sick, its about how many people get very sick at the same time, that's why we have these measures in place.*

9. Acceptance of RMAP Award from GSRMA

City Manager Wier stated that this is an item that we are very excited to present to the Council. Scott Schimke, Risk Manager for GSRMA, was present and explained the Risk Management Accreditation Program (RMAP) Award. There are certain goals that are required to be made and GSRMA offers a 10% award of the annual contribution. This promotes the culture of safety within the organization and the City getting this award is a very big deal. Human Resources Administrator Valero presented to the Council and thanked City staff for their part keeping the City safe. She explained the categories that were required to be filled in order for the City to be able to get this award.

PUBLIC HEARINGS - None

CONTINUING BUSINESS

This item was moved from the consent calendar by Mayor Inscore and placed here for discussion and Council action:

4. Pebble Beach Bank Stabilization Project (Design Phase): Approve Interfund Loan and Authorize COWI to Proceed with Full Scope of Work

- *Recommendation: Approve Resolution No. 2020-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING WATER ENTERPRISE INTERFUND LOAN AND TERMS FOR THE PEBBLE BEACH STABILIZATION PROJECT*
- *Approve Resolution No. 2020-44, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET*
- *Authorize COWI to proceed with the full scope of work called out in the Agreement for Professional Services dated May 11, 2020.*

City Manager Wier gave the background and history of this project, it is as a result of the November 2018 storms. Council direction was to do an interfund loan for the project. This has been discussed at length at the Council level; from the City's standpoint, this is 100% funded. This would be a 20-year repayment, interest only for the first 3 years, equal payments for the next 17 years, no penalty for early payment. Public Works Director/City Engineer Olson gave an update to the Council on local assistance from CalTrans that has been received on a similar project in the Eureka area. Mayor Inscore asked what the frequency in which the City could invoice and when we can get paid back; Director Olson stated the payment it would be in 60-90 days. Advance construction is using City funds and we have notified CalTrans, there is usually a two-week period for approval to start advance construction. We don't anticipate spending those funds within the next two weeks. The longest period in recent history has been 10 months for reimbursement, however, these are unusual times, so there is some uncertainty. Regarding the schedule, we have one from the consultant and if they stay on the current schedule, it will be shovel ready by February 2022, therefore we will be asking for time extensions to get through that portion of the process. Mayor Inscore with the timeframe being stretched out to 2022 it would allow us time to see the federal money that comes in, correct; Director Olson stated that is generally correct, however some of the more expensive pieces of the project happen right away. Mayor Inscore asked for sensitivities towards the coastal wildlife to be considered when the project begins.

Linda Sutter: isn't confident in Congress paying us back, feels the project has the chance to be much more expensive. *Mayor Inscore stated that although there is some uncertainty to get reimbursement from Congress, we are entering into a loan agreement with ourselves and the loan will be paid in full with interest. The Water Fund is not at risk for not being made whole.*

Mayor Pro Tem Kime stated that at the last Council meeting, when Director Leighton of Local Transportation Commission gave her comments, it made her feel fully confident in making this decision. City Manager Wier stated that this is not a decision to be taken lightly, it is an investment for the Water Fund, it will be making money on this loan, and we've been also looking at the future CIP be, would this loan inhibit those, and the answer was no. All of these things were brought to the Council's attention and fully vetted.

Mayor Inscore closed public comment.

On a motion by Council Member Greenough, seconded by Mayor Pro Tem Kime, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved

Resolution No. 2020-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING WATER ENTERPRISE INTERFUND LOAN AND TERMS FOR THE PEBBLE BEACH STABILIZATION PROJECT.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved Resolution No. 2020-44, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET

On a motion by Council Member Fallman, seconded by Mayor Pro Tem Kime, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City authorized COWI to proceed with the full scope of work called out in the Agreement for Professional Services dated May 11, 2020.

NEW BUSINESS

This item was heard immediately after the GSRMA RMAP Award since Mr. Schimke was still present at the meeting.

10. Selection of City District Representative for GSRMA Board of Directors

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Select one City Council Member to serve on the GSRMA Board of Directors for 2020-2022*

City Manager Wier explained that the Council is being asked to appoint one member of the City Council to represent the City on this Board. Risk Manager Schimke gave some background on the Board of Directors and what the rotation was. There were three vacancies for election and the City of Crescent City was selected to have a Member appointed to the Board. Meet the second Wednesday of every month at 6pm and meetings last an hour or two. If there is travel, that is reimbursed to the Member, remote access has also become available. There is no stipend, but there is an annual \$5,000 a year allowance for training for City staff and can be used for anyone (police, fire, City Manager, Finance Department; anything to increase safety for the City). The training expenses are reimbursed by GSRMA up to \$5,000 a year. He further stated whomever is selected, they will have a training session on Board activities and procedures. City Manager Wier stated that the ability to have those training opportunities are very valuable for us and staff will take full advantage of this opportunity. Human Resources Administrator Valero said this is a great opportunity and the networking that is to be done during the conferences is also valuable. Council Member Greenough as far as meeting preparation, how much of a time commitment is that; Risk Manager Schimke answered that it would be an hour or two, it just depends on the agenda items; with January, March, and April generally being the busier meetings. Mayor Inscore asked about appointing someone that chose not to run for reelection, can the appointment be transferred to someone else; Risk Manager Schimke stated that the position is to the City, not to the City Council, so it can be whomever is selected, regardless of commitment.

Linda Sutter: asked where the meetings are held, are they open to the public, and where can you get an agenda? *Risk Manager Schimke stated the in-person meetings are in Willows, agendas are posted online, these meetings are guided by the Brown Act.*

Council Member Greenough nominated Council Member Wright to serve on the GSRMA Board of Directors for 2020-2022; the Council was in unanimous consensus to appoint Council Member Wright to the Board.

CITY COUNCIL ITEMS

➤ **Legislative Matters – None**

➤ **City Manager Report and City Council Directives -**

- **CCPD Training**

- Chief Griffin reported that now perishable skills will be offered in house and it was made possible by Sergeant Gill, this saves the City time and money. The first one is a rifle course by Sergeant Lopez and all officers are certified to carry that rifle at CCPD due to that course. This has been recertified this year, so CCPD will have a few presentations of that training through said recertification. Sgt. Lopez will also be offering a firearms perishable skills course. The goal is to have four firearms trainings a year. Sgt. Gill is an evasive maneuvers instructor for vehicles and is now POST certified to do training in house. Taser training is also coming up for in house as well as de-escalation training that will be offered for the future. City Manager Wier stated that a \$20k grant was obtained; Chief Griffin stated that we applied for a \$25k grant and the only thing that was approved was the training and that was removed due to COVID. Office computers and body-wire will be purchased with the available funds as well as supplementing the overtime budget for the officers. Chief Griffin gave credit to Sgt. Gill and Officer Cooper for making this funding possible.
- City Manager Wier since the new order from Dr. Rehwaldt, we will be opening up to the hotels so we can know more about their occupancy for TOT expectations. We are hoping for an update for the 2nd meeting in July. We are working with Economic Resiliency Task Force and there are three webinars over the next few weeks for businesses to get prepared for reopening. City Hall is looking at reopening as well, the Public Works crew is back to their normal schedule with social distancing and facial coverings in compliant with the public health order. We received 7 RFPs for the energy audit and will be working with staff to work through the process. The Council will be asked to assign an ad hoc committee. Sunset Circle is out to bid, Front Street is progressing nicely and now is between 4th and C Street, survey work for Front Street to happen next week and after the 4th will begin work on Front Street.

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

Mayor Pro Tem Kime wished everyone a Happy Father's Day

Council Member Fallman looks forward to when we can meet again in person

Council Member Greenough feels that law enforcement is being more proactive and has his support. And thanked the Council for the appointment to the GSRMA Board and is looking forward to it.

Mayor Inscore has been working with the Chamber for the alternate activities for the 4th of July we need more people to sign up for the activities. Spoke about the City reopening, and the work being done by the Economic Resiliency Task Force

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 7:50 p.m. to the special meeting of the City Council of the City of Crescent City scheduled for Monday, June 22, 2020 at 5:30 p.m. via Zoom, Crescent City, CA 95531.

ATTEST:

Robin Patch
City Clerk/Administrative Analyst



CITY OF CRESCENT CITY

Mayor Blake Inscore
Council Member Alex Fallman
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime
Council Member Jason Greenough

MINUTES SPECIAL CITY COUNCIL MEETING VIRTUAL VIA ZOOM MEETINGS

MONDAY

JUNE 22, 2020

6:00 P.M.

OPEN SESSION

Call to order Mayor Inscore called the meeting to order at 6:21 p.m.

Roll call Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore
Staff present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Patch, Human Resources Administrator Sunny Valero, Finance Director Linda Leaver, Public Works Director/City Engineer Jon Olson, Public Works Maintenance Manager Jason Wylie, Housing Authority Executive Director Megan Miller, Recreation and Events Coordinator Director Holly Wendt, Fire Chief Bill Gillespie, and Police Chief Richard Griffin

Pledge of Allegiance led by Mayor Inscore

PUBLIC COMMENT PERIOD

The following citizens addressed the Council:

Jeff McCaddon: (submitted letter, read aloud by the City Clerk) spoke in opposition to the activities occurring in CHOP area of Seattle and in support of law enforcement, did not want to see Crescent City defund the police department.

Jacinda Moerke: (submitted email, read aloud by the City Clerk) directed her comments at Dr. Rehwaldt and stated that children should not have to wear masks and should be allowed to play at playgrounds.

CEREMONIAL ITEMS – None

PUBLIC HEARINGS

1. Fiscal Year 2020/21 Budget and Appropriations Limit

- *Recommendation: Open public hearing*
- *Receive staff report*
- *Take public comment*

- *Close public hearing*
- *Adopt Resolution No. 2020-48, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING THE ANNUAL BUDGET FOR THE 2020-21 FISCAL YEAR*
- *Adopt Resolution No. 2020-49, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY SELECTING THE ANNUAL ADJUSTMENT FACTORS FOR THE CALCULATION OF THE 2020-21 APPROPRIATIONS LIMIT FOR THE CITY OF CRESCENT CITY*

Mayor Inscore opened the public hearing at 6:33 p.m.

City Manager Wier thanked the Council for the direction given at the previous Budget Workshop held on June 8th and 9th. Finance Director Leaver went over a brief overview of what was discussed and directed by the Council at the Budget Workshop. The budget before the Council for adoption does not show the pool being opened for this year. This budget is considered “Phase 1”. The City will be looking for partnerships to help fund the pool as well as other measures. This Phase 1 budget is well below the 25% reserve and is not a sustainable fund balance; however, staff will be working with the Council throughout the year to update projections and make additional changes as necessary to maintain the General Fund. Other items in the budget are some position control items such as the elimination of unfunded positions (to be added back with future budget updates when possible).

There were no public comments.

Mayor Inscore closed the public hearing at 6:54 p.m.

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 No. 2020-48, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING THE ANNUAL BUDGET FOR THE 2020-21 FISCAL YEAR.

On a motion by Council Member Greenough, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution No. 2020-49, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY SELECTING THE ANNUAL ADJUSTMENT FACTORS FOR THE CALCULATION OF THE 2020-21 APPROPRIATIONS LIMIT FOR THE CITY OF CRESCENT CITY.

CONSENT CALENDAR

2. Council Meeting Minutes

- *Recommendation: Approve the June 8, 2020 special meeting minutes of the City Council.*

3. Standard Volunteer RV Park Camp Host Agreement and Volunteer RV Park Camp Host Eligibility Criteria

- *Recommendation: Approve Resolution No. 2020-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING A STANDARD VOLUNTEER RV PARK CAMP HOST AGREEMENT AND VOLUNTEER RV PARK CAMP HOST ELIGIBILITY CRITERIA*

4. Caltrans ADA Project Agreements

- *Recommendation: Ratify agreements with Caltrans to Relocate City utilities, a fire hydrant and streetlight pole in conflict with Caltrans ADA Improvement Project.*

- *Adopt Resolution 2020-50, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2020-21 Budget of the City of Crescent City*
- *Authorize the City Manager to sign agreements with Hemmingsen Contracting Co, Inc. to relocate a fire hydrant and streetlight for Caltrans's ADA Project.*

5. Budget-to-Actual Financial Report for May 2020

- *Recommendation: Receive and file the monthly budget-to-actual financial report of the City's major operating funds for the month of May 2020*

6. Local Early Action Planning Grant (LEAP)

- *Recommendation: Adopt Resolution No. 2020-51, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS.*

7. Agreement with California Department of Corrections and Rehabilitation for Water Lab Testing Services

- *Recommendation: Ratify an agreement with California Department of Corrections and Rehabilitation for the City to provide laboratory water testing services for Pelican Bay State Prison from July 1, 2020 to June 30, 2023.*

8. Temporary Assignment of Shoreline RV Park Resident Camp Host to the Public Works Maintenance Manager and Amending the Fiscal Year 2020-21 Budget

- *Recommendation: Adopt Resolution No. 2020-52, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE TEMPORARY ASSIGNMENT OF SHORELINE RV PARK RESIDENT CAMP HOST TO PUBLIC WORKS MAINTENANCE MANAGER AND AMENDING THE FISCAL YEAR 2020-21 BUDGET.*

There were no public comments.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Wright, 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 2-8 as presented.

REPORTS AND PRESENTATIONS - None

CONTINUING BUSINESS - None

NEW BUSINESS

9. COVID-19 Pool Closure Refunds for Annual Passes and Punch Pass Extensions

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Provide direction to City staff regarding proposed refunds for annual passes and extension of punch pass cards.*

Recreation and Events Coordinator Director Wendt reported to the Council that the refunds that are being discussed are for annual passes (majority purchased in December and therefore refund at 75% of purchase price), locker rentals (easily calculated from date of purchase), pool rentals and special events, lessons (implementation of lessons will be different). This would allow staff to offer new passes and locker rentals when the pool reopens. The total impact the proposed refunds would be total: \$21,474.50. Also proposed are the extensions of the punch passes (equal to the

duration of closure) – they vary in amount and rate of use (10 visit and 50 visit cards), vary in purchase dates with a 12-month expiration, these are difficult to determine how to refund. Director Wendt stated that there will be a community meeting via Zoom regarding the pool on Wednesday, June 24th at 5:15 p.m. She reported that there has been some research being done on pool rates, grants, and there was research also done on a YMCA. The YMCA option, however, requires a membership from attendees and does not have exercise classes, swim lessons, or additional group activities. Council Member Greenough asked what a flat membership fee covered for the YMCA; Director Wendt stated it covered lap lessons, recreational swim, but no swim lessons with an instructor or group activities. Council Member Fallman asked why can't punch passes be refunded? Director Wendt stated that there are so many that it is easier to extend than to figure out how much time left on each of the punch cards and then calculate an equitable refund to do it that way. Mayor Pro Tem Kime said that the Pool Stakeholders meeting should ponder the question whether punch passes should expire or not. City Manager Wier stated that this is the perfect opportunity for the City to engage with a community group about the pool as it is a great asset. The main focus should be how we make the pool sustainable for the years to come. Council Member Greenough asked if the County has been approached to help fund the pool? City Manager Wier answered that he has spoken to County Administrative Officer Sarina and discussed that the County is not in a good fiscal place either right now either with the effects of COVID, and costs associated with the jail. He will have to put this before the Board of Supervisors and to state that the pool is an important asset and a lot of County residents use the pool. Mayor Inscore reiterated that the County had budgetary restrictions even before COVID. Spoke about how the pool was funded in the past by using CDBG funds, we will now have to find partners to help fund it now. Council Member Greenough stated that this is more about priorities. The City has prioritized keeping the pool open, the County needs to get serious about this, it's a service to our County that we could lose if we don't find a way to fund it. Director Wendt states that the graph presented at the Budget Workshop shows how much the City has cared about funding the pool, at this time, we need help to continue.

Doug Suzuki: asked if there were records on how much someone paid for the pool passes. *Director Wendt stated yes, we have how much was paid for them and who paid for them.* Mr. Suzuki asked a follow up question if it will include the pool closure time; the answer was that it will.

On a motion by Council Member Greenough, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved the refund of pool annual passes and for the punch passes to be extended equal to the duration of the closure of the pool, and to offer refunds on locker rentals.

CITY COUNCIL ITEMS

- **Legislative Matters – None**
- **City Manager Report and City Council Directives –** Hotels are set to go to 100% this Friday, we are hoping to have a good report. City Hall to be reopened to the public this coming Monday, June 29th; some staff is still working remotely; and face masks are required to come into City Hall for the public. City Manager Wier stated that the results of the survey done for the tax measure has come back and it is encouraging.
- **Reports, Concerns, Referrals, Council travel and training reports –** Mayor Inscore displayed the activities that are planned for the 4th of July; a Hometown Hero scavenger hunt, daytime and nighttime decorations award for businesses and homes. Chief Griffin showed the prize for the "Best in Show" which is a championship wrestling belt, customized for the 2020 decoration contest.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 7:36 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, July 6, 2020 at 6:00 p.m. via Zoom, Crescent City, CA 95531.

ATTEST:

Robin Patch
City Clerk/Administrative Analyst



CITY OF CRESCENT CITY

Mayor Blake Inscore
Council Member Alex Fallman
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime
Council Member Jason Greenough

MINUTES SPECIAL CITY COUNCIL MEETING VIRTUAL VIA ZOOM MEETINGS

WEDNESDAY

JUNE 24, 2020

7:00 P.M.

OPEN SESSION

Call to order Mayor Inscore called the meeting to order at 7:02 p.m.

Roll call Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore
Staff members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Patch, Human Resources Administrator Sunny Valero, Recreation and Events Coordinator Director Holly Wendt, Finance Director Linda Leaver, Fire Chief Bill Gillespie and Police Chief Richard Griffin

Pledge of Allegiance led by Mayor Inscore

PUBLIC COMMENT PERIOD

Robert Derego: suggested added revenue with cuts to the budget

NEW BUSINESS

1. 2020 General Sales Tax Ballot Measure

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Provide direction to City staff regarding a proposed General Sales Tax ballot measure for the 2020 election.*

City Manager Wier announced that both Colette Metz of Planwest Partners and Bryan Godbe of Godbe Research were present to give the results of the survey that was done for this item. He apologized for the quickness of the meeting and advised the public that the decisions for moving forward will be before the Council at a future meeting. This item is about being resilient to these sorts of events and be better prepared. City Manager Wier gave a PowerPoint presentation of what this measure will cover such as police and fire. He went over the Fire Department Master Plan and what the needs are presently, and they have changed over the year. There have been over 2,000 calls for service per year. Crescent Fire Protection District will deplete their reserves by 2022 and will not be able to sustain current operations. City Manager Wier went over the costs of the PD proposed staffing plan and as well as the Fred Endert Pool Master Plan. He went over the importance of the pool and how people not only use it to make sure their children have

swimming lessons, but that it is also used for physical therapy. The community will need to subsidize the pool to support a facility of this size and it will have to be subsidized in the amount of \$408,107 from the General Fund. Crescent City Streets (Front Street especially) needs additional funding to address the needs there. City Manager Wier briefly went over the budget of the City of Crescent City that was just adopted on June 9, 2020. He reminded the Council and public where the City was financially and the needs that we have to address. The budget has been cut \$1.2 million, we are operating a bare bones budget right now, if you cut any more, there will be the loss of services. There is the option to have a sales tax ballot measure, and the City had Planwest Partners do some community polling by way of a survey; there is a reason why we had to move so quickly with this meeting. Bryan Godbe of Godbe Research went over the 2020 Revenue Measure Feasibility Survey. This Fire District process began pre-COVID, and the survey being discussed, began afterwards. He gave an overview and research objectives. The County of Del Norte commissioned Godbe Research to conduct a survey of local voters, the survey was done via landline, text to online and email to online for the interview questions. The surveys were sent out to specific people within the community. They were selected by the most likely voters for November 2020. The first question was favorability rating of the job state and local governments are doing to address the COVID crisis – 57% had a favorable response and 35.6% unfavorable. The number for unfavorable could be from those who are not happy with the shelter in place. Mr. Godbe went over each question within the survey and gave the percentages of satisfaction vs. dissatisfaction. Overall, it appeared from the results that those who were polled were in support of a sales tax ballot measure. There is an option to join the County with a ballot measure, or for the City to stand alone, however, if the County and the City measure were on the ballot at the same time, they would fail. If the County and the Fire District go at the same time, they may pass as they don't overlap. Council Member Greenough asked about the data collection across the state, in counties where they have 100% vote by mail, does that affect the outcome at all; Mr. Godbe stated he didn't think it did as when California first experimented with all mailing ballot long before COVID, it didn't advantage either the Democrats or Republicans. Council Member Greenough asked if Prop 13 effect the measure; Mr. Godbe stated that it could, but the survey had it in there as a negative. To the degree, it depends on this county; since this isn't like Orange County, there isn't going to be as much money put into it (property taxes). City Manager Wier stated that we are going to see a massive revenue hit due to COVID 19 effect on TOT. City Manager Wier said the County wide measure was a 1 cent sales tax which will result in approximately \$3 million, this is a County measure, and they could allocate a portion to the City for critical services. If it were a City measure only, for 1 cent sales tax, it will result in approximately \$1.2 million and the City Council could allocate funding to critical services within the City. Direction options sought of the Council are: direct staff not to proceed with a ballot measure, direct staff to continue with county wide measure (support DNCo as needed) or to direct staff to proceed with a City general sales tax ballot measure. Mayor Pro Tem Kime asked when the County was going to hear this at their Board meeting; City Manager Wier stated it would be tomorrow. Mayor Pro Tem Kime asked if the School District moving forward with theirs; City Manager Wier stated in the affirmative. Mayor Pro Tem Kime asked what that measure would mean for the taxpayer; Mayor Inscore stated that it is \$60 per \$100k assessment as an addition to the property bill. City Manager Wier stated that the other property assessment is on the fire district one (for County only residents). Mayor Inscore stated that we went into this to be able to make sure that public safety was funded properly. We cannot ask volunteers to continue to handle the amount of calls with the stipend we give them. COVID makes things more complicated as well as the County's measure. Is apprehensive of joining forces with the County measure because they control those funds, and we cannot have a binding agreement prior to the vote on a binding tax. The idea to get 67% of the people voting on a special tax is impossible; spoke in support of moving forward for a ballot measure. Our responsibility is to our City residents, to be able to provide at the very minimum to provide the fire services for City residents. We need to move forward with our own measure to address the critical needs of our community and the City. Council Member Fallman stated that the resiliency isn't coming from the state, grants or a binding agreement with the

County, it's coming from the City and we need to look out for each other. Council Member Wright asked what percentage we were shooting for; Mayor Inscore stated that 1% is the desired amount. Council Member Wright confirmed there will be an oversight committee; and support of an oversight attached to the sales tax measure. Council Member Greenough concurs that a City measure will have the best result. We need to fund these things as a City, the uncertainty to put the money into the County's hands and hoping they pass down what we need is too much uncertainty. Mayor Pro Tem Kime stated that she believes if the County said they will hand down the money as they have said they would in these meetings. The City has a more favorable response from the public based on the surveys. If we have a sales tax, it affects everyone, including the tourists. The pool is not a "City" pool, it has been a City "priority". We know that the majority of the pool users are County residents and we can no longer maintain this priority on our own. Supports the County and hopes all prevail but is ready to move forward with the City doing this. Mayor Inscore appreciates that it was brought up that sales tax is paid for by everyone, it diversifies out the cost of essential services. We have an opportunity to address a variety of critical needs. Mayor Pro Tem Kime said that law enforcement with the County come through and keep passing through the City limits, we give them use of our K9s, our fire department and CCPD support the County as well. And in return, DNSO take calls within the City. We may be doing this separately, but this is together as this sales tax measure will not only benefit the City residents. City Manager Wier stated that this didn't come on a whim, we have a Fire Department Master Plan, a Pool Master Plan, and a Police Department Staffing plan. Council Member Wright asked what the time limit was for this, and what does the oversight board look like; Mayor Pro Tem Kime stated there is no sunset to this tax, Mayor Inscore spoke in opposition to having a sunset on this measure. City Manager Wier stated that as far as the structure of an oversight committee, he will turn that question over to Senior Planner/Partner Collette Metz of Planwest Partners. Further stating that if we were to sunset this tax, it would put us in a critical spot. Senior Planner Metz answered that there are different structures that can be looked at, we can bring that back and talk more about it and the functions and the roles of an oversight committee. City Manager Wier stated that they can be appointed by the Council, can be Council Members, however it is suggested community members be on the oversight board as that is best.

The following citizens addressed the Council:

Anna Gordon: thanked the City for this meeting, appreciates the jobs being done and supports the tax. Feels like the taxes she pays for the first time in her life will go directly to her community.

Robert Derego: is glad to see there will be an oversight committee.

Linda Perry: if both measures pass (City and County) does this mean the City business would be charging 2% and the County businesses 1%? *Mayor Inscore stated it is hoped that the County will do a tax for the unincorporated areas so there is no overlap.*

City Manager Wier explained that the next steps will be to: direct the City Attorney to draft an ordinance, direct staff to bring back an amendment with Planwest Partners for ballot measure support/outreach, introduce the ordinance on 7/20/20, adopt the ordinance at a public hearing to be scheduled for 8/3/20 (effective upon approval by voters), adopt resolution submitting a local general revenue sales tax measure to the voters at the November 2020 general election to go to County Clerk/Recorder Alissia Northrup by July 7th. He asked City Attorney Rice whether it would need to be a motion, or if by consensus was approved, City Attorney Rice stated that making this decision by consensus was satisfactory, as all of this is coming back before the Council and none of it are final actions being taken by the Council, as long as the direction being given is clear.

On a motion by Council Member Greenough, seconded by Council Member Fallman, and carried unanimously 5-0 polled vote, the City Council of the City of Crescent City approved moving

forward with a City specific 1% ballot measure and direction was given to the City Manager to start preparations necessary to make that happen.

Mayor Inscore asked City Manager Wier to keep the Council abreast of any additional actions needed and to schedule the appropriate meetings to discuss them. He further stated that the sooner he can brief the Council on the costs of the measure on the ballot, the better.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 8:46 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, July 6, 2020 at 6:00 p.m. via Zoom, Crescent City, CA 95531.

ATTEST:

Robin Patch
City Clerk/Administrative Analyst

Accounts Payable

Checks by Date - Summary by Check Number

User: crawlings
Printed: 7/1/2020 11:41 AM



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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	EDDTAX	State of California EDD TAX Auto Pay	06/15/2020	0.00	3,977.91
ACH	FITTAX	FIT Payroll Taxes Auto Pay	06/15/2020	0.00	17,695.46
ACH	PERS2	Public Emp Retirement Sys	06/15/2020	0.00	24,147.59
ACH	EDDTAX	State of California EDD TAX Auto Pay	06/08/2020	0.00	48.74
ACH	FITTAX	FIT Payroll Taxes Auto Pay	06/08/2020	0.00	853.44
436391	ICMARE	ICma Retirement Trust-457	06/08/2020	0.00	2,617.50
436433	EDDGarn	Employment Development Dept ATTN: We	06/15/2020	0.00	350.90
436434	CASTATE	CA State Disbursement Unit	06/15/2020	0.00	198.46
436435	WAMUTU	Crescent City Employees Association	06/15/2020	0.00	85.00
436436	CCPOLI	Crescent City Police Officer's Association	06/15/2020	0.00	550.00
436437	ICMARE	ICma Retirement Trust-457	06/15/2020	0.00	2,125.41
436438	PARS	PARS, Public Agency Retirement	06/15/2020	0.00	59,701.00
436439	CAPLIVE	Secure Screening Solutions, Inc	06/15/2020	0.00	132.00
436440	ZCAJUSTA	ST CA Dept Of Justice	06/15/2020	0.00	192.00
436441	ATTClots	A T & T	06/11/2020	0.00	103.29
436442	ADAMSASF	Adams Ashby Group	06/11/2020	0.00	12,200.00
436443	CRENNE	C Renner Petroleum Inc	06/11/2020	0.00	944.71
436444	DNCOC2	D N Co Dept Inform Tech	06/11/2020	0.00	28.69
436445	EFFDEL	Efficiency Delivery LLC	06/11/2020	0.00	30.00
436446	VERIZO2	Frontier California Inc	06/11/2020	0.00	3,065.39
436447	GEORGE	George Petty Inc	06/11/2020	0.00	28.34
436448	GRAING	Grainger	06/11/2020	0.00	791.83
436449	UB*05071	TINA HAYES	06/11/2020	0.00	161.36
436450	UB*05069	EUGENE HELMINSKI	06/11/2020	0.00	250.00
436451	UB*05075	CINDY HEMM	06/11/2020	0.00	250.00
436452	HEMMIN	Hemmingsen Contracting Co Inc	06/11/2020	0.00	344.00
436453	UB*05036	JOHN & AMANDA HORNER	06/11/2020	0.00	63.00
436454	RECALL	Iron Mountain	06/11/2020	0.00	82.89
436455	UB*05070	SHAWN KITE	06/11/2020	0.00	164.37
436456	UB*05076	RONALD KUSINA	06/11/2020	0.00	250.00
436457	LNCURT	L.N. Curtis & Sons	06/11/2020	0.00	6,108.14
436458	UB*05058	MICHAEL LEE	06/11/2020	0.00	110.18
436459	UB*05072	M & M RADFORD PROPERTIES LLC	06/11/2020	0.00	210.03
436460	MISSIO	Mission Linen Supply	06/11/2020	0.00	50.91
436461	MORJON	Mor-Jon Inc	06/11/2020	0.00	6.13
436462	NCCENT	NCL of Wisconsin Inc	06/11/2020	0.00	310.89
436463	UB*05073	LESA NEILSEN	06/11/2020	0.00	195.14
436464	UB*05074	VIRGINIA RESTAD	06/11/2020	0.00	24.00
436465	SANDERSD	Daniel Sanders	06/11/2020	0.00	274.12
436466	SIGMAALD	Sigma-Aldritch, Inc.	06/11/2020	0.00	76.96
436467	SPENCERE	Mark D. Spencer	06/11/2020	0.00	4,540.00
436468	ZCAHEAL3	State of California	06/11/2020	0.00	175,000.00
436469	DNOFFI	Debra Stover	06/11/2020	0.00	7.18
436470	UB*05077	LEVI & AMY THOMAS	06/11/2020	0.00	250.00
436471	CALCARDS	US Bank Corporate Pmt Systems	06/11/2020	0.00	169.00
436472	ASBURYEN	Asbury Environmental Services	06/18/2020	0.00	55.00
436473	BLUEST	Blue Star Gas Associates	06/18/2020	0.00	178.74

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
436474	CURRYE	Brad Coleman Inc	06/18/2020	0.00	64.39
436475	CIVILWES	Civil West Engineering Services, Inc.	06/18/2020	0.00	3,792.25
436476	DNCOUN	D N Co Unified School Dst	06/18/2020	0.00	1,998.78
436477	DNSOLI	County of Del Norte	06/18/2020	0.00	748.89
436478	MISSVS	Virginia Delatorre	06/18/2020	0.00	1,540.00
436479	FASTENAL	Fastenal Company	06/18/2020	0.00	320.47
436480	GRAING	Grainger	06/18/2020	0.00	356.42
436481	HARDY	Hardy Diagnostics	06/18/2020	0.00	145.40
436482	Home Dep	Home Depot Credit Services	06/18/2020	0.00	1,136.53
436483	LESSCH	Les Schwab Tire Centers of California Inc	06/18/2020	0.00	20.00
436484	CCHAY&FE	Tony Lundback	06/18/2020	0.00	21.24
436485	UB*05080	LYNNS HOPE HOUSE	06/18/2020	0.00	171.09
436486	UB*05078	JUAN MENDEZ	06/18/2020	0.00	33.25
436487	MISSIO	Mission Linen Supply	06/18/2020	0.00	47.93
436488	101	National Auto Parts Warehouse	06/18/2020	0.00	81.27
436489	NCLAB	North Coast Laboratories LTD	06/18/2020	0.00	175.00
436490	OREILLY	O'Reilly Auto Enterprises LLC	06/18/2020	0.00	24.53
436491	MENDES	Pacific Packaging & Supply Co Inc	06/18/2020	0.00	824.64
436492	PARKWA	Parkway Feed Inc	06/18/2020	0.00	85.89
436493	REDWWS	Redwood Welding Service	06/18/2020	0.00	21.50
436494	STOVER	Ward Stover	06/18/2020	0.00	6,038.25
436495	ZSWRCB	SWRCB	06/18/2020	0.00	1,949.00
436496	TWOGUY	T.G. Manufacturing Inc	06/18/2020	0.00	12.29
436497	UB*05079	JESSICA THOMAS-LANGDON	06/18/2020	0.00	25.87
436498	CALCARDS	US Bank Corporate Pmt Systems	06/18/2020	0.00	15,352.99
436512	BLUEST	Blue Star Gas Associates	06/25/2020	0.00	831.29
436513	CURRYE	Brad Coleman Inc	06/25/2020	0.00	25.75
436514	CRENNE	C Renner Petroleum Inc	06/25/2020	0.00	879.23
436515	ZCAFISH2	California Dept of Fish and Wildlife	06/25/2020	0.00	5,430.50
436516	CHARTEC	Charter Communications	06/25/2020	0.00	369.53
436517	CIVILWES	Civil West Engineering Services, Inc.	06/25/2020	0.00	423.75
436518	CLAGWOLF	Claggett Wolfe Associates Inc.	06/25/2020	0.00	26,288.00
436519	DAILYT	Country Media Inc.	06/25/2020	0.00	1,734.11
436520	UB*05087	JENNY DEPEW	06/25/2020	0.00	43.60
436521	ENGLUN	Englund Marine Supply Co.	06/25/2020	0.00	50.86
436522	FASTENAL	Fastenal Company	06/25/2020	0.00	498.57
436523	FRESWATE	Freshwater Environmental Services Inc	06/25/2020	0.00	7,162.50
436524	VERIZO2	Frontier California Inc	06/25/2020	0.00	766.77
436525	VALEROS	Sunny Gonzales	06/25/2020	0.00	61.11
436526	GRAING	Grainger	06/25/2020	0.00	36.27
436527	HARPER	Harvey M. Harper Company	06/25/2020	0.00	1,787.70
436528	USABLUEB	HD Supply Facilities Maintenance Ltd	06/25/2020	0.00	320.05
436529	INFOSEND	Infosend Inc.	06/25/2020	0.00	1,597.05
436530	KIMEB	Brad Kime	06/25/2020	0.00	1,613.00
436531	LNCURT	L.N. Curtis & Sons	06/25/2020	0.00	34,709.60
436532	UB*05085	WILLIAM LANNING	06/25/2020	0.00	163.04
436533	UB*05084	DUANE LATIMER	06/25/2020	0.00	97.77
436534	LEXISNEX	LexisNexis Risk Data Management Inc	06/25/2020	0.00	150.00
436535	UB*05083	WENDY MAIN-QUANDT	06/25/2020	0.00	15.01
436536	THRIFT	Malcolm Kelly Inc.	06/25/2020	0.00	142.08
436537	MISSIO	Mission Linen Supply	06/25/2020	0.00	103.04
436538	UB*05082	TRISHA MOORE	06/25/2020	0.00	162.39
436539	HAPPY	MRI Software LLC	06/25/2020	0.00	1,952.00
436540	UB*05088	ZANE NICKELL	06/25/2020	0.00	99.46
436541	NCLAB	North Coast Laboratories LTD	06/25/2020	0.00	745.00
436542	NORTHHR	Northridge Electric LLC	06/25/2020	0.00	13,943.63
436543	OFFICEDE	Office Depot	06/25/2020	0.00	112.70

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
436544	JACOBS	Operations Management International, Inc.	06/25/2020	0.00	212,112.53
436545	OREILLY	O'Reilly Auto Enterprises LLC	06/25/2020	0.00	89.05
436546	PLATTPAC	Platt Pacific Company	06/25/2020	0.00	790.19
436547	CCGLAS	Alan Porteous	06/25/2020	0.00	836.65
436548	SANCHEZM	Michael Sanchez	06/25/2020	0.00	24.20
436549	UB*05081	JAMES SELLERS	06/25/2020	0.00	219.00
436550	SHNCON	SHN Consulting Engineers & Geologists In	06/25/2020	0.00	60,372.90
436551	SILVER&W	Silver & Wright LLP	06/25/2020	0.00	37.80
436552	TIDEWA	Tidewater Contractors Inc	06/25/2020	0.00	406,798.44
436553	CALCARDS	US Bank Corporate Pmt Systems	06/25/2020	0.00	17,971.54
436554	VERIZO3	Verizon Wireless Services LLC	06/25/2020	0.00	2,614.62
436555	UB*05086	CHARLES WILLET	06/25/2020	0.00	149.24
Report Total (116 checks):				0.00	1,158,319.09

AP
6-6-20 to 6-26-20 Council



User: crawlings
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check number	check date	acct 1	description	amount	selected for void
0	6/8/2020	610-000-2185-00000	PR Batch 00911.06.2020 State Income Tax	48.74	False
0	6/8/2020	610-000-2189-00000	PR Batch 00911.06.2020 Federal Income Tax	495.84	False
0	6/8/2020	610-000-2188-00000	PR Batch 00911.06.2020 Medicare Employer Portion	178.80	False
0	6/8/2020	610-000-2188-00000	PR Batch 00911.06.2020 Medicare Employee Portion	178.80	False
0	6/15/2020	610-000-2185-00000	PR Batch 00011.06.2020 State Income Tax	2,302.77	False
0	6/15/2020	610-000-2185-00000	PR Batch 00003.06.2020 State Income Tax	1,675.14	False
0	6/15/2020	610-000-2188-00000	PR Batch 00003.06.2020 Medicare Employee Portion	770.57	False
0	6/15/2020	610-000-2189-00000	PR Batch 00003.06.2020 Federal Income Tax	5,774.59	False
0	6/15/2020	610-000-2189-00000	PR Batch 00011.06.2020 Federal Income Tax	7,822.75	False
0	6/15/2020	610-000-2188-00000	PR Batch 00011.06.2020 Medicare Employer Portion	1,278.49	False
0	6/15/2020	610-000-2188-00000	PR Batch 00003.06.2020 Medicare Employer Portion	770.57	False
0	6/15/2020	610-000-2188-00000	PR Batch 00011.06.2020 Medicare Employee Portion	1,278.49	False
0	6/15/2020	610-000-2187-00000	PR Batch 00011.06.2020 EE Contribution	6,472.13	False
0	6/15/2020	001-111-4121-00000	Wier FY19 Retro Adjustment	-1.83	False
0	6/15/2020	610-000-2187-00000	PR Batch 00003.06.2020 Survivor Benefit	18.60	False
0	6/15/2020	610-000-2187-00000	PR Batch 00003.06.2020 EE Contribution	3,840.37	False
0	6/15/2020	610-000-2187-00000	PR Batch 00011.06.2020 Survivor Benefit	32.96	False
0	6/15/2020	610-000-2187-00000	PR Batch 00011.06.2020 ER Contribution	8,608.20	False
0	6/15/2020	610-000-2187-00000	PR Batch 00003.06.2020 ER Contribution	4,763.96	False
0	6/15/2020	610-000-2187-00000	PR Batch 00003.06.2020 Service Credit Purchase	413.20	False
436391	6/8/2020	610-000-2186-00000	Plan #306752	762.90	False
436391	6/8/2020	610-000-2186-00000	Plan #306752	159.97	False
436391	6/8/2020	610-000-2178-00000	Plan #300878	1,694.63	False
436433	6/15/2020	610-000-2170-00000	PR Batch 00011.06.2020 Wage Garn - EDD	350.90	False
436434	6/15/2020	610-000-2170-00000	PR Batch 00011.06.2020 Child Support-CA	198.46	False
436435	6/15/2020	610-000-2184-00000	PR Batch 00011.06.2020 Misc EE Association Fund	85.00	False
436436	6/15/2020	610-000-2181-00000	PR Batch 00011.06.2020 CCPOA Dues	550.00	False
436437	6/15/2020	610-000-2178-00000	Plan #300878	1,474.53	False
436437	6/15/2020	610-000-2178-00000	Plan #300878	25.00	False
436437	6/15/2020	610-000-2186-00000	Plan #306752	73.18	False
436437	6/15/2020	610-000-2178-00000	Plan #300878	203.77	False
436437	6/15/2020	610-000-2186-00000	Plan #306752	348.93	False
436438	6/15/2020	630-000-4126-00000	FY 20 OPEB Contributions	59,701.00	False

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436439	6/15/2020	001-240-4411-00000	Cab-Bogard	22.00	False
436439	6/15/2020	001-240-4411-00000	Cab-Eatmon	22.00	False
436439	6/15/2020	001-240-4411-00000	Cab-Hensel	22.00	False
436439	6/15/2020	001-240-4411-00000	Cab-Rhodes	22.00	False
436439	6/15/2020	001-240-4411-00000	Cab-Crowell	22.00	False
436439	6/15/2020	001-240-4411-00000	Cab-Deines	22.00	False
436440	6/15/2020	001-240-4411-00000	Cab-Eatmon	32.00	False
436440	6/15/2020	001-240-4411-00000	Cab-Deines	32.00	False
436440	6/15/2020	001-240-4411-00000	Cab-Hensel	32.00	False
436440	6/15/2020	001-240-4411-00000	Cab-Rhodes	32.00	False
436440	6/15/2020	001-240-4411-00000	Cab-Bogard	32.00	False
436440	6/15/2020	001-240-4411-00000	Cab-Crowell	32.00	False
436441	6/11/2020	001-240-4230-00000	DOJ/CLETS line: May 2020	103.29	False
436442	6/11/2020	001-120-4409-00000	CDBG 2019-20 application grant writing svcs: NCRCT	2,500.00	False
436442	6/11/2020	001-120-4409-00000	CDBG 2019-20 application grant writing svcs: Food Pantry	2,500.00	False
436442	6/11/2020	001-120-4409-00000	CDBG 2019-20 application grant writing svcs: OTC Storm Drain P3	2,500.00	False
436442	6/11/2020	152-485-4409-1721A	Labor Standards compliance monitoring- MAY 2020	4,700.00	False
436443	6/11/2020	001-240-4330-00000	Fuel for patrol cars	68.13	False
436443	6/11/2020	001-240-4330-00000	Fuel for patrol cars	876.58	False
436444	6/11/2020	412-100-4390-00000	Shoreline Receipts	28.69	False
436445	6/11/2020	413-352-4470-00000	Sample delivery to North coast Labs in Arcata	30.00	False
436446	6/11/2020	419-371-4230-00000	707-001-0001 SCADA telemetry link- 05/28/20-06/27/20	54.83	False
436446	6/11/2020	413-351-4230-00000	Lab phone 464-5416 -05/30/20-06/29/20	118.35	False
436446	6/11/2020	001-313-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	12.30	False
436446	6/11/2020	001-251-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	19.83	False
436446	6/11/2020	419-120-4230-00000	707-464-6517 monthly phone -05/30/20-06/29/20	17.60	False
436446	6/11/2020	001-114-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	2.41	False
436446	6/11/2020	413-120-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	88.86	False
436446	6/11/2020	413-353-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.74	False
436446	6/11/2020	412-100-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.77	False
436446	6/11/2020	001-114-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	2.29	False
436446	6/11/2020	001-470-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.52	False
436446	6/11/2020	001-120-4230-00000	City Hall Shared Phone - -05/30/20-06/29/20	92.28	False
436446	6/11/2020	412-100-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.81	False
436446	6/11/2020	420-115-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	44.43	False
436446	6/11/2020	413-353-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.78	False
436446	6/11/2020	001-113-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	2.29	False
436446	6/11/2020	412-100-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	15.04	False
436446	6/11/2020	413-120-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	4.81	False
436446	6/11/2020	001-480-4230-00000	Pool Phone 465-5761 - -05/30/20-06/29/20	128.97	False
436446	6/11/2020	419-120-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	83.39	False
436446	6/11/2020	001-251-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	1.02	False
436446	6/11/2020	413-352-4230-00000	Trt Plt phone line -05/30/20-06/29/20	186.19	False

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436446	6/11/2020	001-120-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	4.75	False
436446	6/11/2020	001-480-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	9.57	False
436446	6/11/2020	508-508-4230-00000	707-464-9565 monthly phone -05/30/20-06/29/20	112.87	False
436446	6/11/2020	001-470-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.50	False
436446	6/11/2020	001-113-4230-00000	City Hall Shared Phone - -05/30/20-06/29/20	44.43	False
436446	6/11/2020	001-251-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	1.07	False
436446	6/11/2020	001-111-4230-00000	City Hall Shared Phone - -05/30/20-06/29/20	16.40	False
436446	6/11/2020	001-250-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.30	False
436446	6/11/2020	413-111-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	12.99	False
436446	6/11/2020	001-480-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.49	False
436446	6/11/2020	001-350-4230-00000	707-464-9506 monthly phone -05/30/20-06/29/20	138.76	False
436446	6/11/2020	001-111-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.88	False
436446	6/11/2020	001-111-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.85	False
436446	6/11/2020	001-230-4230-00000	707-464-9113 monthly phone -05/30/20-06/29/20	34.23	False
436446	6/11/2020	413-353-4230-00000	707-465-4191Lift Station Phone- 06/01/20-06/30/20	30.42	False
436446	6/11/2020	001-313-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.63	False
436446	6/11/2020	001-480-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.52	False
436446	6/11/2020	412-100-4230-00000	Monthly Phone Bill -05/30/20-06/29/20	126.23	False
436446	6/11/2020	413-120-4230-00000	707-464-6517 monthly phone -05/30/20-06/29/20	17.60	False
436446	6/11/2020	001-313-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.67	False
436446	6/11/2020	419-111-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.77	False
436446	6/11/2020	413-352-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	1.96	False
436446	6/11/2020	001-113-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	2.41	False
436446	6/11/2020	413-352-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	36.23	False
436446	6/11/2020	420-115-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	2.41	False
436446	6/11/2020	419-111-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	14.36	False
436446	6/11/2020	001-350-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	32.80	False
436446	6/11/2020	001-471-4230-00000	Cult Cntr Elev Alrm 707-464-4582 -05/30/20-06/29/20	65.90	False
436446	6/11/2020	001-250-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.28	False
436446	6/11/2020	001-350-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	1.78	False
436446	6/11/2020	001-471-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.52	False
436446	6/11/2020	001-364-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.77	False
436446	6/11/2020	419-371-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	2.77	False
436446	6/11/2020	413-120-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	4.58	False
436446	6/11/2020	001-364-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.82	False
436446	6/11/2020	419-120-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	4.29	False
436446	6/11/2020	001-240-4230-00000	707-464-2133 monthly phone -05/30/20-06/29/20	164.65	False
436446	6/11/2020	001-350-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	1.69	False
436446	6/11/2020	413-111-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.67	False
436446	6/11/2020	413-352-4230-00000	WWTP phone -05/30/20-06/29/20	265.53	False
436446	6/11/2020	001-470-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	9.56	False
436446	6/11/2020	001-471-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.49	False
436446	6/11/2020	420-115-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	2.29	False

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436446	6/11/2020	419-120-4230-00000	707-465-6208 monthly phone -05/30/20-06/29/20	34.17	False
436446	6/11/2020	001-471-4230-00000	707-465-3914 monthly phone -05/30/20-06/29/20	73.48	False
436446	6/11/2020	001-471-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	9.57	False
436446	6/11/2020	413-352-4230-00000	707-464-7023 monthly phone -05/30/20-06/29/20	68.34	False
436446	6/11/2020	001-364-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	15.04	False
436446	6/11/2020	419-120-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	4.51	False
436446	6/11/2020	419-111-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.73	False
436446	6/11/2020	413-352-4230-00000	Treatment Plant Phone: 465-3054 -05/30/20-06/29/20	437.51	False
436446	6/11/2020	001-250-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	5.46	False
436446	6/11/2020	413-352-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	1.87	False
436446	6/11/2020	413-353-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	14.36	False
436446	6/11/2020	419-371-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	51.27	False
436446	6/11/2020	001-114-4230-00000	City Hall Shared Phone - -05/30/20-06/29/20	44.43	False
436446	6/11/2020	419-371-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	2.64	False
436446	6/11/2020	001-120-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	4.99	False
436446	6/11/2020	413-120-4230-00000	707-465-6208 monthly phone -05/30/20-06/29/20	34.17	False
436446	6/11/2020	001-480-4230-00000	707-464-6940 monthly phone -05/30/20-06/29/20	61.09	False
436446	6/11/2020	413-111-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.71	False
436447	6/11/2020	508-508-4390-60001	GA Cable	6.57	False
436447	6/11/2020	001-230-4391-00000	hydraulic hose	21.77	False
436448	6/11/2020	001-480-4390-00000	ignitor; flame sensor	334.12	False
436448	6/11/2020	001-480-4390-00000	pleated air filters	457.71	False
436449	6/11/2020	419-000-2110-00000	Refund Check 104231-001, 1246 JORDAN ST	161.36	False
436450	6/11/2020	419-000-2110-00000	Refund Check 102575-001, 1445 W COOPER AVE	250.00	False
436451	6/11/2020	419-000-2110-00000	Refund Check 108780-000, 1428 CALIFORNIA ST	250.00	False
436452	6/11/2020	419-371-4390-00000	3/4: minus rock for road base	344.00	False
436453	6/11/2020	419-000-2110-00000	Refund Check 101656-002, 915 LAKE ST	63.00	False
436454	6/11/2020	001-113-4450-00000	Document Shredding Service: 4/29/20-05/26/20	82.89	False
436455	6/11/2020	419-000-2110-00000	Refund Check 109171-000, 466 KERN ST	164.37	False
436456	6/11/2020	419-000-2110-00000	Refund Check 109488-000, 1698 DEL MAR RD	250.00	False
436457	6/11/2020	001-230-4390-00000	lighting module	266.60	False
436457	6/11/2020	001-230-4396-00000	50/50 grant funded turnouts	1,335.69	False
436457	6/11/2020	001-230-4390-00000	oversized gear bag	223.60	False
436457	6/11/2020	001-230-4395-00000	fire helmet	327.87	False
436457	6/11/2020	001-230-4395-00000	50/50 grant funded turnouts	733.68	False
436457	6/11/2020	001-230-4396-00000	50/50 grant funded turnouts	733.69	False
436457	6/11/2020	001-230-4395-00000	50/50 grant funded turnouts	1,335.68	False
436457	6/11/2020	001-230-4396-00000	50/50 grant funded turnouts	575.67	False
436457	6/11/2020	001-230-4395-00000	50/50 grant funded turnouts	575.66	False
436458	6/11/2020	419-000-2110-00000	Refund Check 109442-000, 145 DARBY ST	110.18	False
436459	6/11/2020	419-000-2110-00000	Refund Check 109360-000, 950 PACIFIC AVE	210.03	False
436460	6/11/2020	508-508-4320-00000	Uniforms	13.81	False
436460	6/11/2020	413-351-4320-00000	Uniforms	13.81	False

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436460	6/11/2020	413-353-4320-00000	Uniforms	23.29	False
436461	6/11/2020	001-470-4390-00000	nut and bolt	6.13	False
436462	6/11/2020	413-351-4390-00000	ACS chemicals, reagents, equipment, and misc supplies	310.89	False
436463	6/11/2020	419-000-2110-00000	Refund Check 109651-000, 430 MACKEN AVE	195.14	False
436464	6/11/2020	419-000-2110-00000	Refund Check 005828-000, 651 HOBBS WALL RD	24.00	False
436465	6/11/2020	001-240-4320-00000	Inclement weather uniform	274.12	False
436466	6/11/2020	413-351-4685-00000	Annual proficiency testing required by ELAP for cert	76.96	False
436467	6/11/2020	413-356-4450-35022	Coring manholes at 20 lift station locations	3,405.00	False
436467	6/11/2020	413-353-4450-00000	Coring manholes at 20 lift station locations	1,135.00	False
436468	6/11/2020	419-000-2770-00000	FY 19-20 Safe Drinking Water Loan Payment	175,000.00	False
436469	6/11/2020	001-240-4370-00000	disinfecting wipes	7.18	False
436470	6/11/2020	419-000-2110-00000	Refund Check 104723-001, 1664 DEL MAR RD	250.00	False
436471	6/11/2020	001-480-4530-00000	STARFISH AQUATICS: training membership	169.00	False
436472	6/18/2020	508-508-4390-00000	used metal & gas filters disposal	55.00	False
436473	6/18/2020	001-230-4220-00000	Propane (ACCT# 02-0009979)	178.74	False
436474	6/18/2020	001-470-4390-00000	husq parts	64.39	False
436475	6/18/2020	913-352-4799-35216	WWTP contract engineering services: May 2020	3,792.25	False
436476	6/18/2020	001-230-4330-00000	fuel: May 2020	887.48	False
436476	6/18/2020	001-230-4330-00000	fuel: Feb 2020	1,111.30	False
436477	6/18/2020	001-470-4225-00000	Refuse Disposal: May 2020	173.18	False
436477	6/18/2020	506-506-4225-00000	Refuse Disposal: May 2020	41.23	False
436477	6/18/2020	419-371-4225-00000	Refuse Disposal: May 2020	534.48	False
436478	6/18/2020	001-470-4450-00000	Cleaning service: 5/17/20-6/13/20	1,540.00	False
436479	6/18/2020	001-240-4390-00000	gloves	351.30	False
436479	6/18/2020	419-371-4390-00000	RETURN: paint (Orig Inv#ORBRK35572)	-30.83	False
436480	6/18/2020	508-508-4390-00000	windshield washer tablets	42.35	False
436480	6/18/2020	001-480-4390-00000	control board	314.07	False
436481	6/18/2020	413-351-4390-00000	Microbiological Testing: ATCC organisms, dehydrated media, steri	32.83	False
436481	6/18/2020	413-351-4390-00000	Microbiological Testing: ATCC organisms, dehydrated media, steri	112.57	False
436482	6/18/2020	412-100-4390-00000	toilet; vanity; scraper blades; brushes; canvas gloves- Shor Apt	229.45	False
436482	6/18/2020	506-506-4390-00000	deadbolt for water dept	10.72	False
436482	6/18/2020	508-508-4390-00000	titanium bit set	32.22	False
436482	6/18/2020	412-100-4390-00000	plumbing parts- Shoreline Restroom	65.99	False
436482	6/18/2020	419-371-4390-00000	water	18.32	False
436482	6/18/2020	412-100-4390-00000	angle valve; p-trap; slip joint - Shoreline Apt	21.50	False
436482	6/18/2020	506-506-4390-00000	velcro squares	3.15	False
436482	6/18/2020	506-506-4390-00000	lamp holder; battery lead acid 12V	89.98	False
436482	6/18/2020	419-371-4390-00000	Diablo 20 pc - Recip set w 2 carbide	42.97	False
436482	6/18/2020	508-508-4390-00000	dremel cut-off wheels	32.15	False
436482	6/18/2020	001-470-4390-00000	sakrete mix	12.14	False
436482	6/18/2020	508-508-4390-00000	Diablo 5" sanding discs 50pk	21.47	False
436482	6/18/2020	506-506-4390-00000	lumber	30.64	False
436482	6/18/2020	506-506-4390-00000	mounting squares	8.90	False

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436482	6/18/2020	506-506-4390-00000	cord cover kits; hole covers	92.58	False
436482	6/18/2020	001-470-4390-00000	copper fittings; remnant host; water wand	38.06	False
436482	6/18/2020	419-371-4390-00000	water	18.32	False
436482	6/18/2020	506-506-4390-00000	paint	29.81	False
436482	6/18/2020	001-364-4350-10023	2-pole breaker	24.59	False
436482	6/18/2020	001-470-4390-00000	power drum auger- Beachfront Park	26.85	False
436482	6/18/2020	001-470-4390-00000	rapid set cement all- Kid Town	16.54	False
436482	6/18/2020	001-470-4390-00000	roller trays- Peterson Park	16.67	False
436482	6/18/2020	001-470-4390-00000	gloves; sponge; 1lb Savogran- Peterson Park	16.80	False
436482	6/18/2020	413-356-4390-35022	liquidtite	34.07	False
436482	6/18/2020	506-506-4390-00000	RETURN: cord cover	-27.91	False
436482	6/18/2020	001-470-4390-00000	paint brushes; rollers; trays	38.36	False
436482	6/18/2020	506-506-4390-00000	storage boxes; tool chest	102.13	False
436482	6/18/2020	508-508-4390-00000	Diablo fast framing fasteners	16.09	False
436482	6/18/2020	508-508-4390-00000	Diablo fast framing fasteners	16.09	False
436482	6/18/2020	506-506-4390-00000	sockets	11.19	False
436482	6/18/2020	412-100-4390-00000	paint brushes; painters tape - Shoreline Restroom	46.69	False
436483	6/18/2020	001-470-4390-00000	flat tire repair	20.00	False
436484	6/18/2020	508-508-4390-00000	propane	21.24	False
436485	6/18/2020	419-000-2110-00000	Refund Check 107439-000, 1100 H ST	171.09	False
436486	6/18/2020	419-000-2110-00000	Refund Check 108345-000, 276 3RD ST #2	33.25	False
436487	6/18/2020	413-353-4320-00000	Uniforms	23.29	False
436487	6/18/2020	508-508-4320-00000	Uniforms	13.81	False
436487	6/18/2020	413-351-4320-00000	Uniforms	10.83	False
436488	6/18/2020	508-508-4390-60001	fuel/oil filters #370	58.72	False
436488	6/18/2020	508-508-4390-60001	engine coolant/fuel/oil filters #74	35.12	False
436488	6/18/2020	508-508-4390-00000	abs sensor; lube #10	19.07	False
436488	6/18/2020	508-508-4390-00000	front rtr & hub; prem semi met #9	109.24	False
436488	6/18/2020	508-508-4390-00000	RETURN: tie rods #9	-140.88	False
436489	6/18/2020	419-371-4470-00000	External regulatory drinking water tests for water system	175.00	False
436490	6/18/2020	508-508-4390-00000	oil filters	8.43	False
436490	6/18/2020	508-508-4390-00000	pins & clips	16.10	False
436491	6/18/2020	001-480-4370-00000	Janitorial Supplies- City-Wide	55.20	False
436491	6/18/2020	001-350-4370-00000	Janitorial Supplies- City-Wide	62.93	False
436491	6/18/2020	001-313-4370-00000	Janitorial Supplies- City-Wide	2.21	False
436491	6/18/2020	001-471-4370-00000	Janitorial Supplies- City-Wide	22.08	False
436491	6/18/2020	508-508-4370-00000	Janitorial Supplies- City-Wide	27.60	False
436491	6/18/2020	419-120-4370-00000	Janitorial Supplies- City-Wide	2.21	False
436491	6/18/2020	420-115-4370-00000	Janitorial Supplies- City-Wide	2.21	False
436491	6/18/2020	506-506-4370-00000	Janitorial Supplies- City-Wide	22.08	False
436491	6/18/2020	001-120-4370-00000	Janitorial Supplies- City-Wide	8.83	False
436491	6/18/2020	412-100-4370-00000	Janitorial Supplies- City-Wide	22.08	False
436491	6/18/2020	413-120-4370-00000	Janitorial Supplies- City-Wide	2.20	False

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436491	6/18/2020	001-230-4370-00000	disinfectant wipes/cleaners	272.63	False
436491	6/18/2020	001-114-4370-00000	Janitorial Supplies- City-Wide	2.21	False
436491	6/18/2020	413-352-4370-00000	Janitorial Supplies- City-Wide	22.08	False
436491	6/18/2020	001-251-4370-00000	Janitorial Supplies- City-Wide	1.10	False
436491	6/18/2020	001-111-4370-00000	Janitorial Supplies- City-Wide	2.21	False
436491	6/18/2020	001-113-4370-00000	Janitorial Supplies- City-Wide	2.21	False
436491	6/18/2020	001-240-4370-00000	Janitorial Supplies- City-Wide	22.08	False
436491	6/18/2020	001-470-4370-00000	Janitorial Supplies- City-Wide	248.40	False
436492	6/18/2020	001-240-4380-00000	Dog food for K9's	85.89	False
436493	6/18/2020	508-508-4390-00000	s/s sheet	21.50	False
436494	6/18/2020	419-371-4409-00000	Create water model of City's water dist system	6,038.25	False
436495	6/18/2020	152-485-4409-1721A	Fee for 401 App: Storm Drain Project	1,949.00	False
436496	6/18/2020	508-508-4390-00000	jack foot for DART trailer	12.29	False
436497	6/18/2020	419-000-2110-00000	Refund Check 109719-000, 170 8TH ST #A	25.87	False
436498	6/18/2020	001-111-4240-00000	MAILROOM: economic resiliency mailing	9.25	False
436498	6/18/2020	420-115-4312-00000	BACKUPWORKS: RDX backup	1,899.95	False
436498	6/18/2020	412-100-4230-00000	DISH: cable service 5/25/20-6/24/20	755.35	False
436498	6/18/2020	001-120-4312-00000	BACKUPWORKS: RDX backup	1,300.00	False
436498	6/18/2020	420-115-4312-00000	AMAZON: hard drives - NAS	1,310.30	False
436498	6/18/2020	413-120-4312-00000	BACKUPWORKS: RDX backup	1,300.00	False
436498	6/18/2020	001-364-4390-10025	CT WEST: EDI conflict monitor	375.38	False
436498	6/18/2020	413-000-2122-00000	(TAX) SLEEPS: gaiter neck protectors	-7.50	False
436498	6/18/2020	413-357-4550-00000	CWEA: D Borges CWEA Membership Renewal	96.00	False
436498	6/18/2020	001-240-4240-00000	MAILROOM: postage	27.02	False
436498	6/18/2020	420-115-4390-00000	ZOOM.US: standard biz monthly user fees	239.90	False
436498	6/18/2020	420-115-4390-00000	AMAZON: headphones for teleworking/digital meetings	21.96	False
436498	6/18/2020	420-115-4390-00000	PAYPAL TEKK PROS: web cams	187.96	False
436498	6/18/2020	420-115-4390-00000	PAYPAL EBAY: web cams	128.97	False
436498	6/18/2020	001-111-4409-00000	DESOTO: "We Got This" video	750.00	False
436498	6/18/2020	419-371-4550-00000	CWEA: D Borges CWEA Membership Renewal	96.00	False
436498	6/18/2020	413-120-4310-00000	HOME DEPOT: telephone wire for UB dept	23.62	False
436498	6/18/2020	420-115-4390-00000	ZOOM.US: Standard Biz Monthly proration	11.99	False
436498	6/18/2020	419-371-4550-00000	CWEA: D Amarante CWEA Membership	96.00	False
436498	6/18/2020	001-470-4390-00000	AMAZON: carburetor gasket fit for Honda	12.89	False
436498	6/18/2020	420-115-4390-00000	WEB NETWORK SOLUTIONS: domain renewal	184.95	False
436498	6/18/2020	420-115-4390-00000	PAYPAL MEERKITEINC: Dell front bezel faceplate w/ keys	27.94	False
436498	6/18/2020	420-115-4390-00000	AMAZON: keypad	16.11	False
436498	6/18/2020	420-115-4390-00000	AMAZON: Phone cases; ethernet cables	168.65	False
436498	6/18/2020	001-240-4240-00000	MAIL ROOM: postage	98.83	False
436498	6/18/2020	420-115-4390-00000	PAYPAL EBAY: webcams	365.46	False
436498	6/18/2020	420-115-4450-00000	FUTUREQUEST: Monthly service	33.95	False
436498	6/18/2020	420-115-4390-00000	AMAZON: iPhone chargers; cases; HDMI adapter cables	175.07	False
436498	6/18/2020	419-120-4310-00000	HOME DEPOT: telephone wire for UB dept	23.62	False

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436498	6/18/2020	413-353-4390-00000	SLEEFs: gaiter neck protectors	107.50	False
436498	6/18/2020	413-357-4550-00000	CWEA: D Amarante CWEA Membership	96.00	False
436498	6/18/2020	001-470-4390-00000	AMAZON: lawn mower blade	128.95	False
436498	6/18/2020	420-115-4390-00000	AMAZON: case for iPad Air	18.26	False
436498	6/18/2020	419-371-4390-00000	SLEEFs: gaiter neck protectors	107.50	False
436498	6/18/2020	420-115-4450-00000	FUTUREQUEST: monthly subscription	33.95	False
436498	6/18/2020	419-000-2122-00000	(TAX) SLEEFs: gaiter neck protectors	-7.50	False
436498	6/18/2020	420-115-4450-00000	SPAMHERO: monthly service	10.00	False
436498	6/18/2020	420-115-4390-00000	MICROSOFT: Win 10 home upgrade to pro	99.00	False
436498	6/18/2020	420-115-4390-00000	GHA TECH: 1 yr endpoint protections	347.23	False
436498	6/18/2020	420-115-4450-00000	SPAMHERO: monthly service	10.00	False
436498	6/18/2020	419-120-4312-00000	BACKUPWORKS: RDX backup	2,500.00	False
436498	6/18/2020	420-115-4450-00000	IDRIVE: yearly renewal	499.50	False
436498	6/18/2020	420-115-4390-00000	NEWEGG: keyboard/mouse (x3)	144.74	False
436498	6/18/2020	001-000-1351-00000	GRABAGUN: rifle loan for Ethan Miller	966.41	False
436498	6/18/2020	420-115-4390-00000	ZOOM: webinar 100 monthly proration	36.13	False
436498	6/18/2020	420-115-4390-00000	MICROSOFT: Win 10 home upgrade to pro	99.00	False
436498	6/18/2020	420-115-4390-00000	NEWEGG: keyboard and mouse (x3)	77.50	False
436498	6/18/2020	420-115-4450-00000	BIRCHGROVE SOFTWARE: ActivTrak Advanced monthly plan	108.00	False
436498	6/18/2020	420-115-4390-00000	AMAZON: USB cables	241.20	False
436512	6/25/2020	001-480-4220-00000	Propane for facilities- 5/15/20-6/15/20 (ACCT# 02-0065442)	831.29	False
436513	6/25/2020	419-371-4390-00000	knob; spring; spool	25.75	False
436514	6/25/2020	001-240-4330-00000	Fuel for patrol cars	845.04	False
436514	6/25/2020	001-240-4330-00000	Fuel for patrol cars	34.19	False
436515	6/25/2020	152-485-4409-1721a	Notification for Streambed Alteration fee	5,430.50	False
436516	6/25/2020	413-352-4230-00000	broadband for security- 06/08/20-07/07/20	101.47	False
436516	6/25/2020	001-230-4230-00000	Cable & Internet Service-05/20/20-06/19/20	115.84	False
436516	6/25/2020	412-100-4230-00000	Internet Service -06/01/20-06/30/20	152.22	False
436517	6/25/2020	913-352-4799-35216	WWTP contract engineering services: MAR 2020	423.75	False
436518	6/25/2020	001-111-4409-00000	COVID-19 Economic Resilience Assistance: 3/30/20-6/1/20	26,288.00	False
436519	6/25/2020	001-313-4430-00000	RFQ energy efficiency project	186.90	False
436519	6/25/2020	001-364-4450-10025	Clean Sweep Ad	288.00	False
436519	6/25/2020	001-113-4430-00000	Summary of Ordinance No 820	66.75	False
436519	6/25/2020	001-350-4430-00000	RFP for city property development	106.80	False
436519	6/25/2020	001-364-4450-10025	Clean Sweep Ad	288.00	False
436519	6/25/2020	001-113-4430-00000	Ordinance No 823 U	320.40	False
436519	6/25/2020	001-313-4430-00000	Notice of Public Hearing: Planning Commission	290.36	False
436519	6/25/2020	001-313-4430-00000	RFQ energy efficiency project	186.90	False
436520	6/25/2020	419-000-2110-00000	Refund Check 007703-011, 755 E ST #2	43.60	False
436521	6/25/2020	506-506-4390-00000	cotton rags	12.76	False
436521	6/25/2020	412-100-4390-00000	corrosion block spray	29.65	False
436521	6/25/2020	508-508-4390-00000	RETURN: hatch pull spring	-7.87	False
436521	6/25/2020	508-508-4390-00000	hatch pull spring	7.87	False

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436521	6/25/2020	413-353-4390-00000	SS all thread nc rod ft	8.45	False
436522	6/25/2020	413-353-4390-00000	safety supplies etc	81.97	False
436522	6/25/2020	508-508-4390-00000	safety supplies etc	99.11	False
436522	6/25/2020	419-371-4390-00000	safety supplies etc	81.97	False
436522	6/25/2020	001-364-4390-10025	safety supplies etc	81.96	False
436522	6/25/2020	001-470-4390-00000	safety supplies etc	153.56	False
436523	6/25/2020	413-353-4450-00000	Engineering support services (environmental)	3,420.00	False
436523	6/25/2020	413-353-4450-00000	Engineering support services (environmental)	3,742.50	False
436524	6/25/2020	413-111-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.38	False
436524	6/25/2020	419-371-4230-00000	Water Syst Phone 707-1016 --06/13/20-07/12/20	29.50	False
436524	6/25/2020	413-352-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	3.86	False
436524	6/25/2020	001-364-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.60	False
436524	6/25/2020	001-251-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	2.11	False
436524	6/25/2020	419-371-4230-00000	Water System Ph Bills --06/13/20-07/12/20	29.50	False
436524	6/25/2020	413-120-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	9.46	False
436524	6/25/2020	419-371-4230-00000	Water System Phone 707-1015-06/13/20-07/12/20	29.50	False
436524	6/25/2020	412-100-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.60	False
436524	6/25/2020	001-470-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.02	False
436524	6/25/2020	001-471-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.02	False
436524	6/25/2020	419-371-4230-00000	Water System Ph. Bill 707-1007 --06/13/20-07/12/20	72.77	False
436524	6/25/2020	419-371-4230-00000	Water System Phone 464-2826 -06/13/20-07/12/20	67.31	False
436524	6/25/2020	420-115-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	4.73	False
436524	6/25/2020	001-240-4230-00000	Radio to Sherriff --06/13/20-07/12/20	30.65	False
436524	6/25/2020	001-120-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	9.82	False
436524	6/25/2020	419-371-4230-00000	Water System Phone Bills --06/13/20-07/12/20	29.50	False
436524	6/25/2020	419-371-4230-00000	Water Syst Phone 707-1017-06/13/20-07/12/20	29.50	False
436524	6/25/2020	419-371-4230-00000	Water System Phone Bill 707-1006 --06/13/20-07/12/20	29.50	False
436524	6/25/2020	419-111-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.53	False
436524	6/25/2020	419-371-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	5.46	False
436524	6/25/2020	419-371-4230-00000	Water System Phone 707-0083 --06/13/20-07/12/20	28.20	False
436524	6/25/2020	001-114-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	4.73	False
436524	6/25/2020	001-350-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	3.49	False
436524	6/25/2020	001-250-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	0.58	False
436524	6/25/2020	419-371-4230-00000	Water System Ph Bills --06/13/20-07/12/20	29.50	False
436524	6/25/2020	001-313-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.31	False
436524	6/25/2020	413-353-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.53	False
436524	6/25/2020	001-480-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.02	False
436524	6/25/2020	413-353-4230-00000	Lift Station Phone PLO-0001 --06/13/20-07/12/20	29.50	False
436524	6/25/2020	419-371-4230-00000	707-1013 chlor bdg-06/13/20-07/12/20	99.81	False
436524	6/25/2020	001-113-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	4.73	False
436524	6/25/2020	419-371-4230-00000	Water System Phone - 0249-06/13/20-07/12/20	72.77	False
436524	6/25/2020	001-111-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.75	False
436524	6/25/2020	419-120-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	8.88	False

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436524	6/25/2020	419-371-4230-00000	707-465-3386 Water Scada Phone- 06/14/20-07/13/20	56.99	False
436524	6/25/2020	419-371-4230-00000	Water System phone 707-1014 -06/10/20-07/09/20	29.50	False
436525	6/25/2020	413-111-4310-00000	Reimbursement: Walmart- re-opening supplies due to COVID-19	20.37	False
436525	6/25/2020	001-111-4310-00000	Reimbursement: Walmart- re-opening supplies due to COVID-19	20.37	False
436525	6/25/2020	419-111-4310-00000	Reimbursement: Walmart- re-opening supplies due to COVID-19	20.37	False
436526	6/25/2020	508-508-4390-00000	lynch pins	36.27	False
436527	6/25/2020	001-240-4391-00000	replaced water pump	1,787.70	False
436528	6/25/2020	001-480-4390-00000	tube housing; inj check; svc kit	320.05	False
436529	6/25/2020	413-120-4240-00000	FY20 UB mailing service: MAY 2020	798.52	False
436529	6/25/2020	419-120-4240-00000	FY20 UB mailing service: MAY 2020	798.53	False
436530	6/25/2020	001-470-4390-00000	Offer to Settle Claim: 8/8/19	1,613.00	False
436531	6/25/2020	001-230-4396-00000	50/50 grant funded turnouts	17,354.80	False
436531	6/25/2020	001-230-4395-00000	50/50 grant funded turnouts	17,354.80	False
436532	6/25/2020	419-000-2110-00000	Refund Check 107565-000, 4628 KINGS VALLEY RD #3	163.04	False
436533	6/25/2020	413-000-2110-00000	Refund Check 007343-000, 1140 MURPHY AVE	97.77	False
436534	6/25/2020	001-240-4409-00000	monthly service fee: May 2020	150.00	False
436535	6/25/2020	419-000-2110-00000	Refund Check 006380-001, 101 MOBILE LN	15.01	False
436536	6/25/2020	001-470-4390-00000	retrofit kit	142.08	False
436537	6/25/2020	508-508-4320-00000	Uniforms	64.81	False
436537	6/25/2020	413-351-4320-00000	Uniforms	13.81	False
436537	6/25/2020	413-353-4320-00000	Uniforms	24.42	False
436538	6/25/2020	419-000-2110-00000	Refund Check 106931-001, 2741 NICKEL AVE	162.39	False
436540	6/25/2020	419-000-2110-00000	Refund Check 108984-000, 624 LAUFF AVE	99.46	False
436541	6/25/2020	413-352-4470-00000	general external lab tests	155.00	False
436541	6/25/2020	413-351-4685-00000	External regulatory lab tests for CCWQL	450.00	False
436541	6/25/2020	413-352-4470-00000	general ext regulatory lab tests	140.00	False
436542	6/25/2020	506-506-4450-00000	electrical repairs at Corp Yard: alarm panel, load centers, circ	13,943.63	False
436544	6/25/2020	413-352-4409-00000	WWTP Operations: Jun 2020	120,191.50	False
436544	6/25/2020	413-000-1202-00000	WWTP Operations: Jun 2020 (reimb)	-14,419.85	False
436544	6/25/2020	413-352-4409-00000	WWTP Operations: May 2020	120,191.50	False
436544	6/25/2020	413-000-1202-00000	WWTP Operations: May 2020 (reimb)	-13,850.62	False
436545	6/25/2020	001-240-4391-00000	mirror switch #58	23.61	False
436545	6/25/2020	001-240-4391-00000	tensioner; micro v-belt	65.44	False
436546	6/25/2020	413-356-4390-35022	PVC parts for lift station	790.19	False
436547	6/25/2020	001-480-4390-00000	Replacement of broken glass	836.65	False
436548	6/25/2020	412-000-3570-00000	REFUND: 6/21-6/25/20 Shoreline RV Stay Overcharge	2.20	False
436548	6/25/2020	412-000-3560-00000	REFUND: 6/21-6/25/20 Shoreline RV Stay Overcharge	22.00	False
436549	6/25/2020	419-000-2110-00000	Refund Check 109078-000, 2725 LE CLAIR AVE	219.00	False
436550	6/25/2020	152-485-4409-1721a	Planning services: storm drain project- Mar 2020	6,572.50	False
436550	6/25/2020	901-364-4799-00111	Planning services: CDP for Sunset Circle - Mar 2020	161.25	False
436550	6/25/2020	001-313-4409-00000	Planning services: general - Mar 2020	11,071.25	False
436550	6/25/2020	152-485-4409-1721a	Planning services: storm drain project- Jan 2020	3,168.75	False
436550	6/25/2020	901-364-4799-00111	Planning services: CDP for Sunset Circle- Jan 2020	1,002.50	False

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436550	6/25/2020	001-313-4409-00000	Planning services: general - Jan 2020	19,500.95	False
436550	6/25/2020	152-485-4409-1721a	Planning services: storm drain project - Feb 2020	2,915.00	False
436550	6/25/2020	901-364-4799-00111	Planning services: CDP for Sunset Circle- Feb 2020	807.50	False
436550	6/25/2020	001-313-4409-00000	Planning services: general - Feb 2020	15,173.20	False
436551	6/25/2020	152-485-4410-17015	Legal Services: May 2020 -CDBG	37.80	False
436552	6/25/2020	152-485-4799-17031	Storm Drain Project Construction	427,749.46	False
436552	6/25/2020	152-000-2112-00000	Storm Drain Project Construction (Retention)	-21,387.47	False
436552	6/25/2020	001-364-4390-10025	concrete to patch various sidewalks- Wayfinding Signs	436.45	False
436553	6/25/2020	412-100-4230-00000	DISH: cable service- 4/25/20-5/24/20	755.35	False
436553	6/25/2020	001-230-4450-00000	OHD: Calibration for fit tester	960.00	False
436553	6/25/2020	412-100-4310-00000	WALGREENS: office supplies for Re-Opening	58.85	False
436553	6/25/2020	412-100-4310-00000	WALGREENS: office supplies for Re-Opening	24.98	False
436553	6/25/2020	412-100-4310-00000	DOLLAR TREE: office supplies for Re-Opening	4.30	False
436553	6/25/2020	001-230-4370-00000	HOME DEPOT: toilet brushes/caddy	66.06	False
436553	6/25/2020	001-230-4370-00000	HOME DEPOT: bathroom supplies	28.71	False
436553	6/25/2020	420-115-4390-00000	NEWEGG: telework laptops	7,500.26	False
436553	6/25/2020	420-115-4390-00000	NEWEGG: telework laptops	2,549.35	False
436553	6/25/2020	413-353-4390-00000	MAILROOM: shipping for camera sewer repair to U Rock Utility	1,176.74	False
436554	6/25/2020	001-111-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	14.25	False
436554	6/25/2020	001-113-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	42.78	False
436554	6/25/2020	001-470-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	24.38	False
436554	6/25/2020	001-364-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	70.97	False
436554	6/25/2020	419-120-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	47.06	False
436554	6/25/2020	001-110-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	171.12	False
436554	6/25/2020	508-508-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	72.86	False
436554	6/25/2020	413-120-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	25.61	False
436554	6/25/2020	001-313-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	5.13	False
436554	6/25/2020	001-350-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	85.50	False
436554	6/25/2020	001-240-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	513.52	False
436554	6/25/2020	001-471-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	4.28	False
436554	6/25/2020	001-350-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	4.28	False
436554	6/25/2020	001-251-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	6.42	False
436554	6/25/2020	506-506-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	37.03	False
436554	6/25/2020	413-111-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	14.25	False
436554	6/25/2020	419-371-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	220.51	False
436554	6/25/2020	419-111-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	14.28	False
436554	6/25/2020	420-115-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	160.56	False
436554	6/25/2020	001-114-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	42.78	False
436554	6/25/2020	001-250-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	21.39	False
436554	6/25/2020	001-120-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	14.25	False
436554	6/25/2020	413-352-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	6.42	False
436554	6/25/2020	413-120-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	14.25	False
436554	6/25/2020	001-250-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	2.13	False

check number	check date	acct 1	description	amount	selected for void
436554	6/25/2020	413-352-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	76.93	False
436554	6/25/2020	001-471-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	9.41	False
436554	6/25/2020	413-353-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	112.17	False
436554	6/25/2020	001-480-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	81.56	False
436554	6/25/2020	001-240-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	42.78	False
436554	6/25/2020	412-100-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	57.36	False
436554	6/25/2020	001-230-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	166.58	False
436554	6/25/2020	419-371-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	14.12	False
436554	6/25/2020	413-351-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	52.94	False
436554	6/25/2020	419-120-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	86.56	False
436554	6/25/2020	152-485-4230-1703i	CELL PHONE USE: 5/13/20-06/12/20	80.02	False
436554	6/25/2020	001-120-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	48.45	False
436555	6/25/2020	419-000-2110-00000	Refund Check 109148-000, 255 MAIDEN LN	149.24	False
				1,151,083.62	

AP
6-6-20 to 6-26-20 Housing



User: crawlings
Printed: 7/1/2020 11:40:10 AM

CR

check number	check date	acct 1	description	amount	selected for void
436446	6/11/2020	110-490-4230-00000	707-464-9216 montly phone -05/30/20-06/29/20	138.76	False
436446	6/11/2020	110-490-4230-00000	707 465-1719 upstairs fax -05/30/20-06/29/20	0.57	False
436446	6/11/2020	110-490-4230-00000	707 465-4405 downstairs fax -05/30/20-06/29/20	0.59	False
436446	6/11/2020	110-490-4230-00000	City Hall Shared Phone- -05/30/20-06/29/20	10.93	False
436491	6/18/2020	110-490-4370-00000	Janitorial Supplies- City-Wide	22.09	False
436524	6/25/2020	110-490-4230-00000	707 465-1719 upstairs fax-06/13/20-07/12/20	1.16	False
436539	6/25/2020	110-490-4480-00000	CREDIT: Happy Software update and renewal FY20	-1,023.00	False
436539	6/25/2020	110-490-4480-00000	Happy Software update and renewal- Upgrade FY20	2,975.00	False
436543	6/25/2020	110-490-4310-00000	office supplies: correction fluid	4.61	False
436543	6/25/2020	110-490-4310-00000	office supplies: folders	84.05	False
436543	6/25/2020	110-490-4310-00000	office supplies: calc roller ink	24.04	False
436553	6/25/2020	110-490-4312-00000	NEWEGG: telework laptops	4,366.65	False
436553	6/25/2020	110-490-4450-00000	CARAHSOFT: social services	18.74	False
436553	6/25/2020	110-490-4450-00000	CARAHSOFT: social services	164.66	False
436553	6/25/2020	110-490-4450-00000	CARAHSOFT: social services	31.19	False
436553	6/25/2020	110-490-4450-00000	PitneyBowes: lease account	190.86	False
436553	6/25/2020	110-490-4450-00000	CARAHSOFT: social services	74.84	False
436554	6/25/2020	110-490-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	85.56	False
436554	6/25/2020	110-490-4230-00000	CELL PHONE USE: 5/13/20-06/12/20	64.17	False
				7,235.47	

CITY OF CRESCENT CITY
BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE
PAYROLL PAID DATE
CHECK NUMBERS

June 20, 2020
June 26, 2020
110145-110147



	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	1,409.84		1,409.84	5	
Dept #111 Admin/City Manager	12,202.80	911.08	13,113.88	3	
Dept #114 Human Resources	2,185.01	0.27	2,185.28	1	
Dept #120 Finance/Utility Billing	16,087.64		16,087.64	6	
Dept #230 Fire Department	11,809.81	75.28	11,885.09	2 + 2 part-time	
Dept #240 Police Department	35,760.97	3,903.05	39,664.02	12	
Dept #313 Planning			1,376.50	1 Part-time	
Dept #350 Public Works-All Depts	53,286.23	4,043.58	57,329.81	23+ 5 Part-time	
Dept #450 Recreation & Events			4,957.86	1 + 1 Part-time	
Dept #480 Swimming Pool Fund	1,591.40		1,591.40	1+17 Part-time	
Dept #490 Housing Authority	8,419.85		8,419.85	3 + 1 Part-time	
TOTALS	142,753.55	8,933.26	158,021.17	59 + 29 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

DATE: JULY 6, 2020

SUBJECT: CONFIRMING A LOCAL EMERGENCY CONTINUES TO EXIST

RECOMMENDATION

- Adopt Resolution No. 2020-53, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY CONFIRMING A LOCAL EMERGENCY CONTINUES TO EXIST

BACKGROUND / ANALYSIS

On March 4, 2020 Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19. On March 16, 2020, the City Council adopted Resolution No. 2020-21A, Declaring a Local Emergency and Authorizing the City Manager to Make Necessary Operational, Purchasing, and Personnel Decisions in Response to the COVID-19 Pandemic. The declaration of a local emergency must continue to be reviewed at least once every 60 days until the City Council terminates the local emergency.

As of June 30, there are over 2.6 million confirmed cases and more than 125,000 COVID-19-related deaths in the United States. Del Norte County has confirmed 49 cases of the virus in Del Norte County with two persons requiring hospitalization. Public health experts believe the virus will continue to spread aggressively through the summer months and there is currently no vaccine. As such, staff recommends adopting the resolution confirming a local emergency still exists due to the COVID-19 pandemic.

FISCAL ANALYSIS

The virus and the actions taken to protect public health are having a major impact on how we live our day-to-day lives and have drastically slowed the local economy. Although more and more businesses are able to re-open their doors, they are doing so with limitations, including how many people may be inside a store or space at one time. While these re-openings are a move in the right direction for the economy, the economic impact to workers, businesses and local revenues sources continues to be severe.

The exact overall financial impacts of this crisis are impossible to know at this time. We do not yet know how long the emergency will continue or what the financial impacts will be over the short and long term. What is clear is that City revenues will decrease significantly. Yet our critical public safety expenses, which are primarily personnel,

continue as it is more important than ever to provide these services during this emergency.

STRATEGIC PLAN ASSESSMENT

This action supports Strategic Plan goal 1 support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.

ATTACHMENTS

1. Resolution No. 2020-53, Confirming a Local Emergency Continues to Exist

RESOLUTION NO. 2020-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY CONFIRMING A LOCAL EMERGENCY CONTINUES TO EXIST

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARSCoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, while the complete clinical picture with regard to COVID-19 is not yet fully understood, reported symptoms and illnesses from COVID-19 range from mild to severe, including fever, coughing, shortness of breath, and illnesses resulting in death; and

WHEREAS, the Centers for Disease Control and Prevention has stated that certain populations face elevated risk and widespread transmission of COVID-19 would translate into large numbers of people needing medical care at the same time and other critical infrastructure may also be affected; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a “public health emergency of international concern”; and

WHEREAS, on January 31, 2020, the U.S. Department of Health and Human Services declared a public health emergency to aid the nation’s healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 11, 2020, the Director-General of the World Health Organization characterized COVID-19 as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 requiring all residents to heed any orders and guidance of state and local health officials, including the imposition of social distancing measures to control the spread of COVID-19; and

WHEREAS, on March 13, 2020, President Trump declared a National Emergency and that the federal government would make \$50 billion in emergency funding to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Council adopted Resolution No. 2020-21A, Declaring a Local Emergency and Authorizing the City Manager to Make Necessary Operational, Purchasing and Personnel Decisions in Response to the COVID-19 Pandemic; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, which ordered all Californians to “shelter in place” and adhere to the guidelines and orders of public health officials; and

WHEREAS, Executive Order N-33-20 ordered all non-essential businesses to close their doors to the public; and

WHEREAS, on May 11, 2020, the City Council confirmed the continued existence of the emergency; and

WHEREAS, on May 8, 2020, the State of California began entering into Stage Two of the Resilience Roadmap, which includes the re-opening of certain “lower-risk” businesses and the resumption of certain “lower-risk” activities; and

WHEREAS, along with this phased “reopening” the State has seen an increase in both COVID-19 cases and COVID-19-related hospitalizations; and

WHEREAS, State public health officials expect the trend of rising cases and hospitalizations to continue through the summer; and

WHEREAS, on June 18, 2020, the California Department of Public Health issued guidance requiring all Californians, with exceptions, to wear facial coverings when they are in defined “high-risk situations”, such as any indoor public space, in an attempt to lower the rate of transmission; and

WHEREAS, as of June 30, 2020, there have been more than 2.6 million confirmed cases and 125,000 COVID-19 related deaths in the United States; and

WHEREAS, all indications are that the pandemic is not “going away” anytime soon; and

WHEREAS, the measures imposed upon the people of California to protect the collective public health have caused widespread and devastating economic impacts to individuals and businesses; and

WHEREAS, the declaration of a local emergency must continue to be reviewed at least once every 60 days until the City Council terminates the local emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crescent City, California that:

1. The City Council confirms that a local emergency continues to exist.

2. Resolution No. 2020-21A continues in full force and effect.

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City on this 6th day of July, 2020, by the following polled vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: JULY 6, 2020

SUBJECT: PEBBLE BEACH BANK STABILIZATION PROJECT

RECOMMENDATION

- Direct staff to include \$175,000 in staff labor and benefits and \$25,000 in incidental costs for the Pebble Beach Bank Stabilization Project request for Advanced Construction funding

BACKGROUND

At the June 15th Council Meeting Council approved a water enterprise interfund loan and terms for the Advanced Construction portion of the Pebble Beach Bank Stabilization Project (preliminary engineering phase). As discussed at multiple City Council meetings, the City is undertaking a project to stabilize the Pebble Beach bank which was damaged by a December 2016 storm. The storm event was declared a federal disaster, and funding for repairs was made available through the Federal Highways Administration, California Office of Emergency Services, and the Del Norte Local Transportation Commission. The project is divided into two phases: (1) Preliminary Engineering (PE), which includes environmental review, project design, permitting, and plans, specifications, and construction estimate, and (2) Construction (CON).

ITEM ANALYSIS

Staff is requesting that Council include additional funds in the advance construction request to Caltrans to cover staff time and incidental costs such as title reports. Originally staff was not aware that these costs were eligible for reimbursement and therefore did not include them in the previous request. The existing budget of \$1,109,738 is only enough to cover the contract with COWI. If the City does not add staff time and incidental costs to the advanced construction request, the City will not be eligible for reimbursement. While requesting the funds does not guarantee that the City will be reimbursed, not requesting the funds guarantees that we would not be eligible for reimbursement.

FISCAL ANALYSIS

Staff is estimating labor costs for this project over the next 2 ½ years could be as high as \$175,000. Staff is also suggesting a \$25,000 in contingency to cover incidentals such as title reports for the project which are not included in COWI’s scope but are needed for the project.

The following table shows a cost break down with advanced construction funds but not including staff time, incidentals or contingency:

FHWA Contribution	Cal OES Contribution	DNLTC Contribution	Total
\$ 982,451.41	\$ 95,465.25	\$ 31,821.75	\$ 1,109,738.40

The following table shows a cost breakdown with advanced construction funds including staff time, incidentals and contingency:

FHWA Contribution w/AC	Cal OES Contribution w/AC	DNLTC Contribution w/AC	Total
\$ 1,159,511.41	\$ 112,670.25	\$ 37,556.75	\$ 1,309,738.40

Staff time is already fully budgeted in various City funds, based on the estimated workload of each individual employee. Moving the staff time spent on this project into the CIP fund instead, and including it in the request for advanced construction, will not increase overall labor cost Citywide but would simply move a portion of labor costs from the original funds (typically General Fund, Water Fund, and Sewer Fund) into the CIP fund. Increasing the CIP fund budget for the incidental costs of \$25,000 would be an overall budget increase, as these costs were not included in the original budget.

If the advanced construction phase is reimbursed through additional congressional funding, there will be a positive impact to the City’s operating funds, as part of the labor originally allocated to those funds would instead be charged to the CIP fund and reimbursed. However, if the advanced construction phase does not receive additional funding from Congress, the labor costs would be charged back to the original funds, and the cost of incidentals would need to be covered by the City’s General Fund.

The timing of this approach is important, because staff needs to receive approval of the request for advanced construction from Caltrans prior to expending any advanced construction funds. COWI has already begun work on the project, and the City needs to obtain Caltrans approval before the originally approved \$458,000 is expended. With

Council direction, staff will submit the revised request to Caltrans immediately. The budget amendment will be brought back to Council with the next project budget update.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(D): Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs
- Goal 3(B): Maintain responsible fiscal management and accountability

ATTACHMENTS - None

1.

Staff review:

EW
CM

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: JULY 6, 2020

**SUBJECT: THE CALIFORNIA ENDOWMENT GRANT FOR SMOKE-FREE
MULTIUNIT HOUSING ORDINANCE**

RECOMMENDATION

- Accept The California Endowment grant in the amount of \$9,000 to assist the City with Health in All Policy ordinance support, including but not limited to, the evaluation of a smoke-free multiunit housing ordinance.
- Adopt Resolution No. 2020-54, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET.

BACKGROUND

The City Council of Crescent City has long taken a stand on smoking tobacco. On 4/3/1989 the Council adopted Ordinance No. 634 prohibiting smoking in all buildings and vehicles except the Cultural Center. On 11/18/1991 the Mayor proclaimed "Crescent City to be SMOKEFREE on November 21, 1991 and" urged "the local citizenry to join in this national effort." On 6/2/2003 the Council adopted Ordinance No. 699 requiring a 25-foot separation from entryways to buildings with no smoking signs. Ordinance No. 699 also prohibited smoking in children's play areas. On 5/3/2010 the Council adopted Ordinance No. 756 which expanded on smoking prohibitions in public parks, playgrounds, and other public places. On 1/7/2019 Angela Glore, on behalf of The Coalition for a Tobacco-Free Del Norte (the "Coalition"), made a presentation on Smoke-Free Multiunit Housing Ordinances.

ITEM ANALYSIS

At this year's budget workshop, the Council opted to not include review of a Smoke-Free Multiunit Housing Ordinance in the budget due to anticipated revenue shortfalls caused

by the COVID-19 emergency. At the budget workshop's public comment, the City was informed funding sources are available for this type of item and Council directed staff to work with potential funding partners to move this project forward.

Staff recommends accepting this grant and to continue to move forward with the development of an ordinance for Smoke Free Multiunit Housing.

FISCAL ANALYSIS

The California Endowment has awarded the City \$9,000 for use in health in all policies, such as the Smoke Free Multiunit Housing Ordinance. The only cost to the City will be staff time.

STRATEGIC PLAN ASSESSMENT

This project was listed as a priority project in meeting the goals and objectives of Goal 1 "Support quality services and community safety to enhance the lives of our citizens and visitors".

ATTACHMENTS

1. Resolution No. 2020-54, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET.
2. Grant Letter

Staff review:



CM

RESOLUTION NO. 2020-54

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING
THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2020, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 22nd day of June 2020; and

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

WHEREAS, staff has secured grant funding from the California Endowment to support Health in All Policy ordinance development, including a Smoke-Free Multiunit Housing Ordinance, which will build health, wellness, and recovery in Del Norte County; and

WHEREAS, the implementation of the grant funds requires an amendment to the adopted budget.

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

That the Fiscal Year 2020-21 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

Fund	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General Fund	\$9,000	\$9,000

APPROVED and ADOPTED and made effective the same day at a regular meeting of the City Council of the City of Crescent City held on the 6th day of July 2020, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk



June 23, 2020

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

Re: Request ID 20211438, Facilitating Health in All Policies Ordinances During COVID-19: To improve local government's capacity to respond to the COVID-19 crisis by leveraging federal funding to build health, wellness and recovery in Del Norte County.

All correspondence should include the Request ID number.

Dear Eric:

In Process

1000 North
Alameda Street
Los Angeles
CA 90012

213.928.8800
FAX 213.928.8801
800.449.4149

On behalf of The California Endowment and Geneva Wiki, I am pleased to inform you that The Endowment has awarded City of Crescent City \$9,000 for the above-referenced grant.

Grant funds are restricted and must be used according to the terms and conditions outlined below. Your acceptance of Endowment funding is your acceptance of these terms and conditions:

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any portion of the funds granted in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including:
 - a. carrying on propaganda or otherwise attempting to influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.



4. Terrorist Activity. The grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

5. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

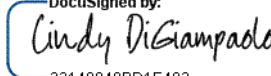
6. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.

Please complete the attached Payment Form so that we may credit your organization's bank account directly within two weeks of your accepting this grant award letter.

If you have any questions, please contact me at (213) 928-8769 or CDIGIAMPAOLO@calendow.org.

Thank you for your efforts to improve individual and community health in California.

Regards,

DocuSigned by:

33149049BD1E482...
Cindy DiGiampaolo
Grants Analyst

DS


Received and accepted by:

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: LINDA LEAVER, FINANCE DIRECTOR

DATE: JULY 6, 2020

SUBJECT: 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

RECOMMENDATION

- Hear staff report
- Receive public comment
- Consider and take the following actions:
 1. Ratify the City Manager's acceptance of The California Endowment Grant in the amount of \$9,000 to complete economic development grant applications which can leverage federal funding to build health, wellness, and recovery in Del Norte County
 2. Adopt Resolution No. 2020-55, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2020-2021 Budget
 3. Authorize the City Manager to execute a Professional Services Agreement with Claggett Wolfe Associates
 4. Authorize the City Manager to execute a Memorandum of Understanding with Del Norte County to allow business loan program to serve businesses within the County
 5. Direct staff to complete and submit all required grant application documents
 6. Direct staff to procure two additional consultants for the program, with agreements to be brought back to the Council for approval

BACKGROUND

The Community Development Block Grant (CDBG) program is a federally-funded program through the Department of Housing and Urban Development (HUD). The principle objective of CDBG is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons of low- and moderate-income.

As a non-entitlement jurisdiction (cities with population less than 50,000 and counties with populations less than 200,000), Crescent City applies for CDBG program funding through the State Department of Housing and Community Development (HCD). HCD receives funding from the federal government and releases a Notice of Funding Availability (NOFA) to invite applications from jurisdictions within California. The most recent NOFA was released on January 21, 2020 with approximately \$60 million in funding to be awarded.

Through a public process including two workshops (November 2019), one public hearing (March 2020), and additional Council direction at the Council meeting held May 18, 2020, the following actions have already been taken with regard to the 2019-2020 NOFA:

- Applications submitted for public services:
 - Food Pantry
 - North Coast Rape Crisis Team
- Application submitted for microenterprise technical assistance and forgivable loan program
- Application submitted for Storm Drain Project Phase 3

In addition to the above items, staff discussed the possibility of an additional economic development application to create a business loan program. At the May 18 meeting, staff explained that HCD had announced it intended to issue an amendment to the NOFA that would change the requirements for economic development projects. Staff has been working with HCD, Del Norte County staff, and our consultants to develop a business loan program in anticipation of the NOFA amendment. That amendment was issued June 19, 2020 and is attached to this report.

ITEM ANALYSIS

Over-the-counter (OTC)

Under the original NOFA, economic development programs (as opposed to “projects”) were competitive applications (meaning all applications were due on a specific date and would be scored and ranked against other applications, with the highest-scoring applications being awarded). The amendment changes these activities to over-the-counter, which means applications will be reviewed on a first-come, first-served basis. Applications meeting the eligibility criteria will be awarded until the funding is depleted or until September 15, 2020, whichever comes first. The business loan application is considered a “program.”

Maximum Funding

Under the original NOFA, business loan programs were capped at \$750,000. The amendment changes this cap to \$500,000 in order to encourage more jurisdictions to get involved in these programs and reduce risk. Programs that are successful may request additional funding later in the process.

The cap for microenterprise programs was \$500,000 under the original NOFA, and the City has already submitted an application for \$500,000. This amendment reduces the cap to \$250,000. Staff has discussed this with the selected consultant (Claggett Wolfe Associates), and if the City is awarded, the program will be modified to accommodate the reduced funding level.

Business Loan Program

City staff has worked with Del Norte County staff and our consultants to develop a business loan program for this application. Key features of the program include:

- Loans must be tied to job creation or retention. The maximum loan amount under current CDBG regulations is \$35,000 per full-time equivalent (FTE) job created/retained. However, the guidelines to be developed by the City may recommend a lower cap in order to ensure sufficient funds are available for the program and to provide funding to a larger number of local businesses. The final program guideline document will be developed by the consultant and approved by the City Council and HCD.
- At least 51% of the jobs created or retained must be filled by individuals of low- or moderate-income (80% or less of the median income for Del Norte County)
- Loans are available to businesses located within Del Norte County (not only the City).
- Loans are not limited to micro-enterprises.
- Loans may be used to purchase or rehabilitate property, purchase an existing business, purchase furniture, fixtures, and equipment, provide working capital or inventory, or in some cases, refinance existing debt.
- The loan amount, term, and interest will be determined by the program administrator to comply with CDBG requirements.
- Businesses will be provided with technical assistance in filling out loan documents and required reports to ensure eligibility and compliance.
- Each loan will be underwritten by a third party to ensure fairness.
- Loans will be monitored by the program operator for compliance.
- Administrative costs for this kind of program are typically higher than public service programs. City staff and/or consultants will need to spend significant time on each loan application, and usually only 5% - 10% of applicants will complete the program.
- As loans are repaid, the funds will be deposited into a Revolving Loan Fund to be loaned out to new applicants.

The initial program costs, including City staff time, consultants, and the loan funds, would be funded through the 2019-2020 CDBG allocation. Staff recommends the initial application for the maximum allowed \$500,000. After the grant expires, the program will continue as long as the RLF has funds. The long-term costs of managing the program

(staff time and/or consultants) would be covered by a portion of the RLF which is allowed for admin costs. If the RLF is depleted and the City wishes to continue the program, we could apply for additional funding in a future CDBG application.

The application process for these programs can be complicated, so staff recommended hiring a consultant to assist. The City received a grant from the California Endowment to cover the cost of hiring a grant writer. In discussion with HCD, staff determined that procuring one consultant to write the grant application and operate the program would be the most efficient. Staff requested proposals from multiple consultants and recommends moving forward with Claggett Wolfe Associates. The professional services agreement is attached to this report for Council approval. The agreement is not-to-exceed \$60,000, of which \$5,000 for grant writing will be funded by the California Endowment grant. If the application is successful, the remaining not-to-exceed \$55,000 for operating the program will be funded by the CDBG grant. (If the application is not successful, the agreement with Claggett Wolfe Associates will be terminated.) Mr. Wolfe will act as the program operator and will finalize the program guidelines, perform outreach to local businesses, coordinate applicants with a technical assistance advisor, coordinate the loan underwriting process (to be performed by a third party), monitor the loans during the grant period, and provide CDBG-required reporting.

Two additional consultants will be required for this program. Upon Council approval of the Claggett Wolfe Associates agreement, Mr. Wolfe will begin writing the grant application and will assist staff in procuring the additional consultants. One will provide technical assistance to the business applicants, and one will provide independent loan underwriting. Both consultants would be funded through the CDBG award.

In order for this program to be available to businesses county-wide, the City must have a Memorandum of Understanding with Del Norte County. That MOU has been executed by the County and is attached to this report for Council approval.

The required application resolution and statement of assurances to allow the City to apply for this program were already approved by Council at the May 18, 2020 meeting.

Next Steps

Staff recommends the City Council take the following actions:

1. Approve and authorize the City Manager to execute a professional services agreement with Claggett Wolfe Associates to prepare a grant application and serve as the program operator if the application is awarded
2. Approve and authorize City Manager to execute a memorandum of understanding with Del Norte County to allow the City to provide a business loan program to businesses within the County
3. Direct staff to complete and submit all required grant application documents as soon as possible
4. Direct staff to procure two additional consultants for the program, with agreements to be brought back to the Council for approval

FISCAL ANALYSIS

All of the proposed programs would be fully funded through CDBG if the applications are successful; none of these programs require a local match. CDBG funds are on a reimbursement basis. The subrecipient or consultant responsible for providing the service will invoice the City periodically, and the City will pay the subrecipient or consultant and then submit a reimbursement request to HCD. HCD typically reimburses the City approximately 30 days after the reimbursement request has been submitted.

The cost of Mr. Wolfe preparing the grant application has been funded through a grant from the California Endowment.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(A): Enhance collaboration with other agencies and the community to better aid the public
- Goal 1(E): Target economic development improvements that provide additional benefit by enhancing the quality of life for residents
- Goal 2: Promote a thriving local economy
- Goal 2(D): Collaborate with other jurisdictions and non-profits to maximize regional effectiveness and amplify funding opportunities
- Goal 2(E): Create an environment that is conducive to attracting and retaining strong, sustainable businesses that reflect community needs and culture
- 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. The California Endowment Grant Award Letter
2. Professional Services Agreement with Claggett Wolfe Associates
3. Memorandum of Understanding with Del Norte County to allow business loan program to serve businesses within the County
4. 2019-2020 CDBG NOFA Amendment #2

Staff review:

EW
CM



May 26, 2020

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

Re: Request ID 20211221, Building Capacity for Community Health and Resiliency During COVID-19: To improve health by increasing local government's capacity to respond to the COVID-19 crisis by leveraging federal funding to build health, wellness and recovery in Del Norte County.
All correspondence should include the Request ID number.

Dear Eric:

1000 North
Alameda Street
Los Angeles
CA 90012

213.928.8800
FAX 213.928.8801
800.449.4149

On behalf of The California Endowment and Geneva Wiki, I am pleased to inform you that The Endowment has awarded City of Crescent City \$9,000 for the above-referenced grant.

Grant funds are restricted and must be used according to the terms and conditions outlined below. Your acceptance of Endowment funding is your acceptance of these terms and conditions:

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any portion of the funds granted in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including:
 - a. carrying on propaganda or otherwise attempting to influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.



4. Terrorist Activity. The grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

5. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

6. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.

Please complete the attached Payment Form so that we may credit your organization's bank account directly within two weeks of your accepting this grant award letter.

If you have any questions, please contact me at (213) 928-8769 or CDIGIAMPAOLO@calendow.org.

Thank you for your efforts to improve individual and community health in California.

Regards,

DocuSigned by:
Cindy DiGiampaolo
33149049BD1E482...
Cindy DiGiampaolo
Grants Analyst

DS
GB

Received and accepted by: *Eric Wier*
73E9FEEBE8554FE...

**CITY OF CRESCENT CITY
PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement") is made and entered into by the City of Crescent City, a California municipal corporation ("CITY") and Claggett Wolfe Associates, a California corporation ("CONSULTANT"), for the purpose of utilizing Community Development Block Grant funds anticipated to be awarded to the CITY for the provision of business loan assistance services to businesses located within Del Norte County.

RECITALS

WHEREAS, the CITY intends to apply for 2019-2020 Community Development Block Grant (CDBG) program funding for a Business Assistance Loan Program through the State Department of Housing and Community Development (HCD); and

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

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

WHEREAS, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement, which expressly includes Exhibit "A" and is hereby incorporated by reference.

AGREEMENT

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

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

2. SCOPE OF SERVICE.

- (a) Services to be Furnished. Subject to policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in Exhibit "A" attached hereto and incorporated herein by reference.
- (b) Schedule for Performance. CONSULTANT must perform the services identified in Exhibit "A" as expeditiously as is consistent with generally accepted standards of the professional skill, and with the appropriate care and the orderly progress of work per the requirements of the Department of Housing and Community Development CDBG Program. All work must be performed by one month prior to the grant expenditure deadline and should follow the general guidelines of the established Project Schedule & Staffing, attached hereto as Exhibit "B".

- (c) Standard of Quality. All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.
- (d) Compliance With Laws. CONSULTANT 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 which are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.
- (e) Reporting. CONSULTANT must provide regular reports to CITY regarding work progress. Grantee reports to be submitted to granting agency must be provided to CITY in a reasonable time to allow for review and corrections prior to submittal to the granting agency in compliance as follows:

CONSULTANT must provide monthly Financial Status Reports, Semi-Annual Progress Reports, and Annual Performance Reports per forms and instructions provided by CITY. Such reports are due no later than the fifteenth (15th) of each month following the end of the prior month. Invoices submitted for services are to coincide with the period of the Financial Status Report and shall include the following information:

1. List of clients served by the program. Individual invoices for services may identify clients by code numbers, so long as a separate key identifying client names to code numbers is provided.
 2. Activities in which clients participated.
 3. Fee for services pursuant to the schedule.
 4. Other information as may be mutually agreed upon or required by CDBG.
- (f) State Contracts. CITY intends to apply for 2019-2020 Community Development Block Grant (CDBG) funding. If the CITY is successfully awarded CDBG funding under the 2019-2020 allocation, the terms of the CITY'S contract with the State will be automatically included under this agreement.

3. COMPENSATION.

- (a) Schedule of Payment. The compensation and terms of payment to be paid by CITY to CONSULTANT for the services rendered hereunder will be in accordance with Exhibit "C", attached hereto and incorporated herein by this reference. It is expressly agreed and understood that the total to be paid by CITY under this contract is not to exceed sixty thousand dollars (\$60,000).

- (b) 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.
- (c) Invoicing and Payment. CONSULTANT must submit monthly invoices identifying the service provided and time allocated to each task performed. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts. CITY will make payment within 30 days of receipt of invoice for all undisputed amounts.
- (d) Payment at Termination. CITY must submit final payment for all work performed to the date of termination to CONSULTANT within 30 days of the final date of service.

4. ACTIVITY REVIEW AND COMMENT. CONSULTANT must provide CITY with copies of each participant's progress for activities described in Exhibit "A". Upon completion of each activity/task as defined in Exhibit "A", CONSULTANT must be available to meet with CITY. 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 of execution by both parties and will remain in effect until:

- (i) if the grant is awarded, one month before the end of the CITY'S CDBG expenditure deadline.
- (ii) if the grant is not awarded, upon notification of non-approval of CITY application.

6. TERMINATION.

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

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. State approval is required for any Amendments.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. 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. CONSULTANT may be excused from this disclosure requirement if the client demands confidentiality and the work does not present a conflict of interest for CONSULTANT.

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. 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; or
- (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;
or
- (c) By certified U.S. mail, return receipt requested: Effective 72 hours after deposit in the mail (except as otherwise provided in Section 6(a)).

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

CONSULTANT: CLAGGETT WOLFE ASSOCIATES
Chuck Wolfe, Principal
3108 Sunshine Meadow Ln.
Auburn, CA 95602
Phone: (530) 878-8016

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

12. OWNERSHIP OF MATERIALS. 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 copies of all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(b). Any forms, software, and/or services provided and created by the CONSULTANT will remain the property of the CONSULTANT. All documents or work created using these systems will remain the property of CITY. CITY has no rights to any of the CONSULTANT'S intellectual property or an invention that may be a result of work performed by CONSULTANT.

13. DUTIES OF THE CITY. The CITY must provide the CONSULTANT with all program files, records, and information pertinent to services to be performed hereunder. The CITY is responsible for monitoring CONSULTANT for conformity with grant requirements and must promptly notify CONSULTANT of any fault or defect in the performance of CONSULTANT'S services hereunder.

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

15. WAIVER.

- (a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.
- (b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

16. NONDISCRIMINATION.

- (a) In General. 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, age (40 and above), familial status (pregnancy or presence of children under 18 in the home), marital status, sexual orientation, denial of family and medical care leave, medical condition (cancer/genetic characteristics), physical or mental disability (including HIV and AIDS), denial of pregnancy disability leave or reasonable accommodation.
- (b) Compliance With Laws. CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws.

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

17. INSURANCE.

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

<u>Policy Type</u>	<u>Minimum Limits of Coverage</u>
(i) Workers' Compensation	Per California Law
(ii) Employer's Liability	\$1,000,000 per accident for BI/Disease
(iii) Comprehensive Automobile ISO Form # CA 0001	\$1,000,000 per accident for BI/PD CSL, Code I – All autos
(iv) Commercial/Comprehensive General Liability ISO Form # CG 001 01	\$1,000,000 per occurrence for BI/PD, including products completed, personal injury and advertising injury
(v) Professional Liability (E&O)	\$1,000,000 CSL

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

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

- (i) For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute to it; and
- (ii) CITY, its officers, officials, employees and volunteers are to be covered as additional insureds.

- (d) Claims-Made Policies. If any required policy is a claims-made policy, the policy must contain language providing coverage up to six months following the completion of the Project in order to provide insurance coverage for the hold harmless provisions herein.

- (e) Verification of Coverage. CONSULTANT must provide copies of all required insurance declarations, at the CITY'S discretion, either upon request or prior to commencement of work.
- (f) Notice of Cancellation. Each insurance policy required by this Section must be endorsed to state that coverage may not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice (10 days for non-payment of premium) by certified mail, return receipt requested.
- (g) Lack of Coverage. In the event 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.

18. [RESERVED].

19. WORKERS' COMPENSATION.

- (a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.
- (b) Waiver of Subrogation. CONSULTANT agrees 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.

20. INDEMNIFICATION. CONSULTANT agrees to indemnify, defend and save harmless CITY, its City Council, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged 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 shall be limited to the fees paid by CITY to CONSULTANT for services contemplated by this Agreement. This liability limitation shall not apply to claims made by any third party, nor shall it apply in the event of the willful misconduct or gross negligence of CONSULTANT, its managers, employees or agents.

21. CONFLICT OF INTEREST. CONSULTANT shall 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.

22. TIME OF THE ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

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

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

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

26. NO ASSIGNMENT. This Agreement any amendments hereto are not assignable by CONSULANT either voluntarily or by operation of law without the written approval of CITY.

27. MISCELLANEOUS PROVISIONS.

- (a) Review of Records/Record Retention. CONSULTANT must maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until five (5) years after the final payments under this Agreement are made to CONSULTANT, or the resolution of any audits or lawsuits, whichever is later. At the end of the Agreement all documents and recipient files will be forwarded to the CITY.
- (b) Other Federal and State Regulations. CONSULTANT must comply with all applicable Federal and State overlay requirements, particularly those described in Exhibit "D" of this contract, which is incorporated herein by this reference.
- (c) Other Insurance Requirements. CONSULTANT must maintain, if legally required, unemployment and disability insurance reasonable to compensate for injuries or damages related to the activities of this Agreement.
- (d) State and Federal Monitoring. The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Office of the Inspector General, or any of their duly authorized representatives, must be allowed access to any books, documents, papers, and records of CONSULTANT or any subcontractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement. Such access must be granted at any time during normal business hours and as often as deemed necessary by the requesting party.

28. **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 _____, 2020.

CITY OF CRESCENT CITY:

Eric Wier, City Manager

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

CLAGGETT WOLFE ASSOCIATES

Fed I.D. # 77-0431307

By: 

Charles D. Wolfe, Jr., President

Date: 6/26/20

PROJECT SCOPE OF WORK

The following table outlines the activities that will be undertaken to complete the project and, in aggregate, represent the Work Plan for completing the project Scope of Services.

<p>Activity 1. Grant Preparation</p>
<p>This activity will involve preparing a grant application for the Economic Development Business Assistance Loan Program and, if appropriate, any other Economic Development activities associated with the 2020 CDBG-CV1 NOFA using the eCivis Grant Management System Platform utilized by the CA Department of Housing and Community Development (HCD). Grant preparation will include, but not be limited to, creating Draft Program Guidelines and preparing project work plans, staffing plans and budgets along with all other grant application requirements (e.g., NEPA, Resolution text, etc.)</p>
<p>Activity 2. Program Operation Support</p>
<p>This activity will consist of the following distinct, but integrated, components.</p> <p>Task 1: Program Guidelines – The project team will prepare FINAL Program Guidelines that conform to HCD requirements and commercial lending laws and update the guidelines as required to accommodate revisions specified by HCD. The project team will also work with the City to determine and prepare the scope for other contracts/subrecipients required to run the programs.</p> <p>Task 2: Outreach – The project team will actively solicit and recruit businesses that conform to the Program Guidelines created in Task 1. Outreach will include, but not be limited to, businesses that will create or retain jobs, 51% of which will be filled by or made available to low-to-moderate income individuals (earning 80% or less than the median income for Del Norte County) and to any other CDBG eligible businesses under the CDBG-CV1 application, if applicable.</p> <p>Task 3: Loan Processing – The project team will oversee and provide support to process loan applicants including, but not limited to, the following activities:</p> <ul style="list-style-type: none"> • Pre-screen applicants for eligibility and collect required data on participant business owners. • Assess the business needs and readiness of the applicants. • Ensure that a proper business plan and market analysis is in place to document sales and capacity to execute. • Submit pre-screened applications to underwriter to perform a historic financial analysis of business and review of the financial projections to ensure viability of business including the business’ capacity to create or retain the jobs necessary to meet CDBG National Objective and Public Benefit criteria. • Refer businesses who are not ready for funding to appropriate resources for technical assistance. <p>Task 4: Record Keeping – The project team will maintain the records required for all activities to track applicant progress and monitor applicant CDBG eligibility and program compliance.</p> <p>Task 5: Reporting – The project team will report to the City on a quarterly, semi-annual, and annual basis, the number of participants served, those being awarded loans, demographics of</p>

clients served (including ethnicity, gender, income level, and other information required by the CDBG program), cost, business status, income screening verification, success stories and other information and data as may be required.

PROJECT SCHEDULE

The project team will provide the support needed to have a grant application submitted as soon as possible with a target date of July 15, 2020.

The continued program operation support will be provided in accordance with the timeline established if the grant is awarded.

PROJECT BUDGET

Grant Preparation (including Draft Program Guidelines document) and Program Operation Support will be billed out at the following hourly rates with total expenditures not to exceed \$60,000:

Chuck Wolfe, President	\$150/hr.
Jennifer Vincent, Sr. Analyst	\$115/hr.
Jan Kaiser, Admin Assist.	\$95/hr.

Department of Housing and Community Development Required Contract Language

For this Exhibit, the term “contractor” is defined as Claggett Wolfe Associates and the term “contract” is defined as the Contract for Professional Services between the City of Crescent City and Claggett Wolfe Associates.

ADDITIONAL PROVISIONS

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). The CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event

- the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
 9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
 10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
 11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
 12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the City all original records and related documentation.

AGREEMENT FOR CDBG-FUNDED BUSINESS ASSISTANCE LOAN PROGRAM

BETWEEN THE CITY OF CRESCENT CITY AND THE COUNTY OF DEL NORTE

COUNTY AGMT. NO. 2020-077

This agreement ("Agreement") is made and entered into by the City of Crescent City, a California municipal corporation ("CITY") and the County of Del Norte, a political subdivision of the State of California ("COUNTY"), for the purpose of utilizing Community Development Block Grant funds anticipated to be awarded to the CITY for the provision of business assistance loans to businesses located within Del Norte County.

WHEREAS, the CITY intends to apply for 2019-2020 Community Development Block Grant (CDBG) program funding for a Business Assistance Loan Program through the State Department of Housing and Community Development (HCD); and

WHEREAS, the CITY wishes to engage the COUNTY to assist the CITY in utilizing such funds if awarded by expanding the service area to include County residents and businesses in addition to City residents and businesses; and

WHEREAS, the CDBG program requires that the CITY and the COUNTY enter into an agreement for the implementation of the program prior to submitting the CITY's application.

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

1.0 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.

2.0 CITY OBLIGATIONS.

2.1 The CITY will be solely responsible for administering the Business Assistance Loan Program. The CITY will solicit and hire a Program Operator to operate the business assistance loan program for businesses located in Del Norte County, both incorporated and unincorporated areas.

2.2 The CITY, and its selected Program Operator, will be solely responsible for CDBG program compliance and reporting. Any program income generated by the business assistance loan program activities will belong to and be the sole property of the CITY.

3.0 COUNTY OBLIGATIONS.

3.1 The COUNTY expressly consents and authorizes the CITY to provide business assistance loans to county residents and businesses.

3.2 In consideration of the CITY's provision of business assistance loan program services to County residents and businesses, the COUNTY agrees not to apply for such CDBG funding during the same funding period as the CITY's grant award.

4.0 Program Income.

- 4.1 In consideration of the CITY's management of a CDBG grant, if awarded, the COUNTY expressly consents and authorizes the CITY to receive and retain any CDBG Program Income received from any business financing provided as part of the business assistance loan program to county residents and businesses.
- 4.2 The COUNTY understands that any CDBG Program Income received in association with this grant will be solely available to the CITY for its use in future CDBG eligible activities as allowed under California Housing and Community Development and U.S. Department of Housing and Urban Development regulations and guidelines.

5.0 TERM OF AGREEMENT. This Agreement is effective as of the date of its execution by both parties and will remain in effect until:

- (i) if the grant is awarded, the end of the CDBG funding period.
- (ii) if the grant is not awarded, upon notification of non-approval of CITY application.

6.0 GENERAL PROVISIONS.

- 6.1 INDEMNIFICATION OF COUNTY. CITY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this AGREEMENT.
- 6.2 INDEMNIFICATION OF CITY. COUNTY agrees to indemnify, defend (with counsel reasonably approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from COUNTY'S negligent acts or omissions which arise from COUNTY's performance of its obligations under this AGREEMENT.
- 6.3 COMPARATIVE FAULT. In the event COUNTY and/or CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the AGREEMENT, the COUNTY and/or CITY must indemnify the other to the extent of its comparative fault.
- 6.4 ATTORNEY'S FEES. In the event of litigation arising from this AGREEMENT, each Party to the AGREEMENT will bear its own costs, including attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs 6.2, 6.3, and 6.4, indemnification.
- 6.6 INSURANCE. COUNTY is an authorized self-insured public entity for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, COUNTY has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. CITY purchases insurance coverages for Automobile Liability, General liability, and Workers' Compensation. CITY represents and warrants that CITY has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- 6.7 INTEGRATION / AMENDMENT. This AGREEMENT contains the entire AGREEMENT of the Parties with respect to subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. No supplement, modification, or amendment of this AGREEMENT will be binding unless executed in writing and signed by both parties.

- 6.8 GOVERNING LAW / VENUE. This AGREEMENT is entered into in Del Norte County, California and is governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this AGREEMENT, or which arises out of or is in any way connected with this AGREEMENT, must be filed in Del Norte County Superior Court.
- 6.9 INTERPRETATION. Since the parties or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT is to be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this AGREEMENT.
- 6.10 NO WAIVER. No waiver of any default may constitute a waiver of any other default or breach, whether of the same or another covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party will give the other party any contractual rights by custom, estoppel, or otherwise.
- 6.11 SEVERABILITY. If a court of competent jurisdiction declares any portion of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions will continue in full force and effect unless the purpose of this AGREEMENT is frustrated.
- 6.12 COUNTERPARTS. This AGREEMENT may be signed in counterparts, each of which constitutes an original.
- 6.13 NO RELIQUISHMENT OF RIGHTS. Except as expressly stated herein, nothing contained in this AGREEMENT may be construed as a relinquishment of any rights now held by CITY or COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 23rd day of June, 2020.

COUNTY OF DEL NORTE

Jay Sarina
Jay Sarina, County CAO

ATTEST:

Kylie Goughnour
Kylie Goughnour, Clerk of the Board

APPROVED AS TO FORM:

Joel Campbell
Joel Campbell - Blair
County Counsel

CITY OF CRESCENT CITY

Eric Wier
Eric Wier, City Manager

ATTEST:

Robin Patch
Robin Patch, City Clerk

APPROVED AS TO FORM:

Martha D. Rice
Martha D. Rice
City Attorney

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833

P.O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771 / FAX (916) 263-2763

www.hcd.ca.gov

June 19, 2020

MEMORANDUM FOR: All Potential Applicants

**FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance**

**SUBJECT: Community Development Block Grant
Notice of Funding Availability, Amendment #2**

On January 21, 2020, The California Department of Housing and Community Development (Department) announced the availability of approximately \$60 million in federal Community Development Block Grant (CDBG) funding allocated for funding years 2019 and 2020 to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing Community Development Act of 1974, as amended.

The Department amended the previously issued January 2020 CDBG program Notice of Funding Availability (NOFA) on April 3, 2020 to allow applicants additional time to complete their competitive applications and to provide clarifying instructions regarding housing element eligibility.

Due to rapidly changing conditions resulting from the COVID-19 pandemic, the Department is amending the previously issued and amended 2020 CDBG program NOFA to revise the Economic Development competitive program to improve accessibility and utilization. The changes are as follows:

1. The Economic Development Competitive Program NOFA will be combined with the Economic Development Over-the-Counter funding and all applications will be moved to a first-come review basis. Applications will not be competitively scored. Applications will be evaluated upon submittal in the order received, and if the application is determined to be compliant with HUD program requirements, funds will be awarded accordingly. The Economic Development Program NOFA applications (both the previously competitive program application and the over-the-counter application) will remain open until **no later than 5:00 p.m. Pacific Daylight Time on September 15, 2020 or until all available Economic Development funding has been committed, whichever happens first.** Applications must continue to be accessed through the [eCivis portal – Programs Available for Solicitation page](https://gn.ecivis.com/GO/gn_redir/T/vyjsqf2kekyx) https://gn.ecivis.com/GO/gn_redir/T/vyjsqf2kekyx.

2. Economic Development program funding limits will be adjusted to encourage further engagement in the Economic Development program and to reduce program risk. The maximum funding for the Business Assistance program will be \$500,000. The maximum funding for the Micro Enterprise and Technical Assistance programs will be \$250,000. There are no changes to the Economic Development Over-the-Counter application limits.
3. The maximum per-jurisdiction limit has been increased from \$3.5 million to \$3.75 million, with the additional \$250,000 to be used solely for Economic Development program activities. The limit will not be increased for jurisdictions not seeking additional Economic Development funds.
4. Economic Development applicants that are successful in operating Economic Development programs and that are able to expend more than 70 percent of awarded Economic Development funds according to HUD requirements may be eligible for additional funding above the set activity limits in this NOFA. Awarded funds, including Program Income, must have been expended within 12 months of execution of the award to qualify for additional funding. Additional funding will be subject to funding availability and will be added to a successful applicant's award at the discretion of the Department. Under no circumstances shall an award represent a commitment of additional funds beyond funding specifically identified in that award.

APPLICATION DEADLINES

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: June 1, 2020, 5:00 p.m. PDT
Multifamily Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PDT

ED Projects and Programs – Program Activity and Capital OTC Project Activity Allocation (Pending availability of funds)

ED Program and OTC project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PDT
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In the event that the ED funds are not fully awarded by the ED program and project application closing date, the Department will roll any unawarded funds into the Multifamily Housing, Housing Infrastructure, and Community Development OTC allocation.

Applicants are encouraged to set-up their profiles in the [eCivis portal](https://portal.ecivis.com/#/login) (<https://portal.ecivis.com/#/login>) as early as possible. Profile set-up instructions can be found on the [CDBG webpage](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml) (<https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>). Applicants are encouraged to begin the application process early to ensure successful submission before application deadlines. If you have any trouble logging into the portal, or have questions on how to complete the online application, please contact the Department at cdbgnofa@hcd.ca.gov.

Information about setting up a profile, submitting an application, and managing awards through the eCivis portal is available under the Training and Technical Assistance tab on the [Department's website](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml) <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

To receive CDBG program NOFA FAQs and other information and updates, please subscribe to the [Federal Programs listserv](http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html) http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

If you have any questions, please submit them to cdbgnofa@hcd.ca.gov.

All activities in this NOFA are subject to availability of funds and continuing HUD and legislative authority.

Attachment

Community Development Block Grant Program 2020 Notice of Funding Availability

Amendment #2



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramirez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community
Development**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

[Website](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml): <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>
Community Development Block Grant Program email: cdbgnofa@hcd.ca.gov

**January 21, 2020
Amendment 1 April 3, 2020
Amendment 2 June 19, 2020**

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See CDBG Homepage on [Department's website](#).

2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NOTICE OF FUNDING AVAILABILITY – Amendment 2

I. Overview

A. Program Authority

The federal Small Cities Community Development Block Grant Program (CDBG or CDBG program) is authorized by the Housing and Community Development Act of 1974 (HCDA) as amended and codified at [Title 42 United States Code \(U.S.C.\) §5301, et seq.](https://www.law.cornell.edu/uscode/text/42/5301) <https://www.law.cornell.edu/uscode/text/42/5301>, and Subpart 1 of the Federal CDBG Regulations found at [Title 24 Code of Federal Regulations \(CFR\) §570.480 et seq.](https://www.law.cornell.edu/cfr/text/24/part-570/subpart-I) <https://www.law.cornell.edu/cfr/text/24/part-570/subpart-I>. The requirements of the State of California CDBG program are in [California Health and Safety Code \(HSC\) §§50825-50834](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=.

The Federal Omnibus Budget Reconciliation Act of 1981 provides for state administration of the federal CDBG program. Pursuant to [HSC §50826.1](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=, the California Department of Housing and Community Development's (Department) [CDBG Guidelines](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf) <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf>, the Department's Consolidated Plan, and the Department's Annual Action Plan, as may be amended from time to time, set forth the policies and procedures governing the state's management and use of these funds. In addition to the Guidelines, CDBG program participants must comply with federal regulations contained in [24 CFR Part 570, Subpart I](https://www.law.cornell.edu/cfr/text/24/part-570/subpart-I) <https://www.law.cornell.edu/cfr/text/24/part-570/subpart-I>; [24 CFR Part 58](https://www.law.cornell.edu/cfr/text/24/part-58) <https://www.law.cornell.edu/cfr/text/24/part-58>; and [2 CFR Part 200](https://www.law.cornell.edu/cfr/text/2/part-200) <https://www.law.cornell.edu/cfr/text/2/part-200>. If Congress or the state Legislature add or amend any requirements concerning the use or management of these funds, Grantees shall comply with such requirements. [See 24 CFR §570.480](https://www.law.cornell.edu/cfr/text/24/part-570/subpart-I) <https://www.law.cornell.edu/cfr/text/24/part-570/subpart-I>, et seq., for additional general provisions.

Note: The HCDA was codified as Title 42 of the U.S.C., §5301, et seq.: thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and 42 U.S.C. §5305(a)(22) are references to the same statute language. For the purposes of this NOFA, we will use the 42 U.S.C. §5301 citations for references to the federal statutes.

All activities in this NOFA are subject to availability of funds and continuing HUD and California legislative authority.

B. Program Eligibility

CDBG program funds are provided as grants to nonentitlement jurisdictions. Non-entitlement jurisdictions are jurisdictions that either do not have sufficient population to participate in the United States Department of Housing and Urban Development's (HUD) direct entitlement program, or that choose not to participate in HUD's direct entitlement program in favor of participating in the state CDBG program. Applications may only be submitted by jurisdictions (city, county, or town). Jurisdictions are encouraged to partner with districts, agencies, nonprofit service providers, and other community organizations whenever appropriate to prepare and submit applications for CDBG funding.

Grants can vary based on annual allocations and Activity limits. Grants must meet one of three National Objectives:

1. Benefit low- to moderate-income (LMI) persons,
2. Aid in the prevention or elimination of slums or blight, or
3. To meet an urgent need.

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department written approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](https://www.law.cornell.edu/cfr/text/24/570.483) <https://www.law.cornell.edu/cfr/text/24/570.483>, and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

Please see Appendix A for a list of eligible non-entitlement jurisdictions.

C. Timeline

The timeline below identifies deadlines for the 2019-2020 program year application process.

NOFA Deadlines

NOFA Release	January 21, 2020
Application Submittal	Start Date: February 14, 2020, 9:00 a.m. Pacific Standard Time (PST)

Housing and Community Development Projects and Programs

Housing and Community Development Competitive Program	Application Due Date: June 1, 2020, 5:00 p.m. PDT
Multifamily Housing, Housing Infrastructure, and Community Development OTC Project	Application Period Closing Date: September 30, 2020, 5:00 p.m. PDT

Economic Development (ED) Program Activity and Capital OTC Project Activity Allocation (Pending availability of funds)

ED Programs and OTC Project allocation	Application Period Closing Date: September 15, 2020, 5:00 p.m. PDT
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In the event that the ED funds are not fully awarded by the application closing date, the Department will roll any unawarded funds into the Multifamily Housing, Housing Infrastructure, and Community Development OTC allocation.

Applications submitted before the application start date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department recommends Applicants plan to submit their application(s) well before the final due or closing date to provide opportunity for troubleshooting if needed. Each application will be digitally time stamped upon submittal.

D. What is New in this NOFA

This NOFA is the result of a two-year redesign collaboration with the Department, CDBG stakeholders, and HUD. The goal of this redesign was to achieve the following objectives:

1. Align the state CDBG program in California with the federal regulations that govern the program
2. Increase local capacity to plan for and operate the program
3. Improve program communication and operations
4. Ensure activities are implemented, and funds expended, by grant recipients, in a timely manner
5. Address material findings in program operations as discovered by HUD

Additionally, the state CDBG program has been redesigned to comply with federal regulations. SB 106 (2017) gave the Department authority to develop state CDBG Guidelines to administer the state CDBG program. As per the state statute, [HSC §50826.1](#)

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=, the CDBG Guidelines, once adopted by the

Department of Finance, would effectively replace the California State CDBG regulations at Title 25 California Code of Regulations (CCR) §§7050-7126. The CDBG Guidelines were adopted and became effective October 15, 2019. Such as, the California State CDBG regulations at Title 25 CCR §7050, et seq., have no regulatory authority over the CDBG program and are scheduled for removal.

This change to state CDBG Guidelines was made to remove any unnecessary barriers for Applicants to apply for, and expend, CDBG funds.

The two most significant redesign related changes to this NOFA cycle are:

1. The addition of an Over-the-Counter (OTC) application process for all capital construction projects. The intent of this process is to shorten the period between when a jurisdiction applies for project funding and when the funding is awarded. It will allow jurisdictions to apply for CDBG program funding when projects are ready for implementation, as opposed to a fixed competitive funding cycle. OTC means the first complete and eligible applications received will be the first to be reviewed and awarded, provided the application is complete and meets all of the program eligibility criteria.
2. The implementation of the new eCivis Grants Management System (GMS) is called "Grants Network". Grants Network will allow Applicants to apply for CDBG program funding online and will track the status of their application once submitted. This new system is easier to navigate and does not require Applicants to submit hard copies of the application to the Department. Grants Network will support programs and projects from application through to implementation and closeout and will connect with other digital accounting and reporting systems used by both the Department and HUD.

II. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [24 CFR §570.3](https://www.govinfo.gov/content/pkg/CFR-2016-title21-vol6/pdf/CFR-2016-title21-vol6-sec507-3.pdf) <https://www.govinfo.gov/content/pkg/CFR-2016-title21-vol6/pdf/CFR-2016-title21-vol6-sec507-3.pdf> and in the **CDBG Guidelines**.

III. Nondiscrimination

All applicants will be required to comply with the nondiscrimination clauses included in Appendix K Sample Draft Standard Agreement Exhibit D Sections 10-12.

IV. Allocation

A. Funding

Funds will be allocated according to federal regulations found in [24 CFR §570](https://www.law.cornell.edu/cfr/text/24/part-570) <https://www.law.cornell.edu/cfr/text/24/part-570>, and state statute as found in [HSC §50827, et seq.](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50827.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50827.html>. For more information, please reference the [CDBG Guidelines](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf) <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/Final-CDBG-Program-Guidelines-2019.pdf>. The tables below include the estimated percentage of funding available for set-asides and funding caps for the 2019 and 2020 allocations. The allocations will be set aside from each year's funding. The limits apply to each year's allocation. The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice.

1. State Allocations

Economic Development (ED)

30 percent of each annual allocation. Approximately \$18 million is estimated to be available for ED activities.

Housing and Housing-Related Infrastructure

51 percent of each annual allocation. Approximately \$30.6 million is estimated to be available in a set-aside for housing assistance, housing services, housing-related facilities, and housing-related infrastructure.

Housing Assistance Competitive Programs

Approximately \$5.5 million is estimated to be available for housing assistance competitive programs.

Multifamily Housing Rehabilitation and Infrastructure in Support of Housing OTC projects

- Approximately \$12.5 million is estimated to be available for multifamily housing rehabilitation and infrastructure in support of housing projects.
- An additional \$12.6 million will be available for housing-related planning, public services, and public facilities out of the Community Development allocation.

2. Special Allocations

Colonias

5 percent of each annual allocation. Approximately \$3 million is estimated to be available to Colonias jurisdictions. The Colonias allocation is exempt from the \$3.5 million per jurisdiction limit.

Non-federally Recognized Tribes

1.25 percent of each annual allocation. Approximately \$750,000 is estimated to be available to non-federally recognized tribes. The non-federally recognized tribe allocation is exempt from the \$3.5 million per jurisdiction limit.

3. Federal Limits

Public Services

15 percent of each annual allocation. Approximately \$9 million will be available for Public Services, including Public Services in support of housing.

Planning and Administration

HUD allows up to 20 percent of each annual allocation to be used for planning and administration. This includes the 3 percent allowed for state administration costs. All activities will be allowed a flat 7 percent administration allocation. The remaining 10 percent will be available for planning applications. Approximately \$6 million will be available for planning awards, including planning in support of housing and Economic Development activities.

Note: The above allocations and limits do not total the amount available. These allocations and limits overlap, and applications may be counted against multiple allocations and/or limits. Please see the application solicitation for the available funding for each application type.

B. Insufficient Demand

If there is insufficient demand for an identified allocation, the Department may make awards to other qualifying activities to meet the timeliness of federal funds requirements.

C. Department Rights

The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all of its provisions. If such an action occurs, to fund any, or all, activities offered herein, or if the Department's authority to operate the Department will notify interested parties via its listserv email tool and website.

D. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG program. In the event that funds are not available the CDBG program or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. **This NOFA is not a commitment of funds to any activity or Applicant.**

E. Applicant Responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. After the application submittal deadline, CDBG may request clarifying information, provided that such information does not affect the competitive ranking of the application. No information will be solicited or accepted if such information results in a competitive advantage to an Applicant. No Applicant may appeal the Department's evaluation of another Applicant's application.

V. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](https://www.law.cornell.edu/uscode/text/42/5305) <https://www.law.cornell.edu/uscode/text/42/5305>. CDBG program activities should be located in predominantly residential areas or should serve predominantly residential areas to be eligible.

Pursuant to [24 CFR §570.482](https://www.law.cornell.edu/cfr/text/24/570.482) <https://www.law.cornell.edu/cfr/text/24/570.482>, eligible activities for funding the CDBG program include, but are not limited to:

A. Housing Assistance

1. Single Family (1-4 units) Homebuyer Assistance
2. Single Family (1-4 units) Housing Rehabilitation
3. Multifamily Single Family (1-4 units) Housing Acquisition and Rehabilitation
4. (5 or more units) Housing Rehabilitation
5. Infrastructure in Support of Housing

B. Public Facilities and Public Infrastructure

1. Acquisition
2. Rehabilitation
3. Construction

C. Public Services

1. Senior and Youth Services
2. Health, Nutrition, and Homeless Services
3. Job Training
4. Other eligible Public Services

D. Planning and Technical Assistance

E. Economic Development

1. Business Assistance
2. Microenterprise Assistance (including both Micro-Financial Assistance and Technical Assistance) Infrastructure in Support of Businesses

VI. National Objectives

Each Activity that receives CDBG program funding must meet all the benefit requirements detailed by [24 CFR 570.483](https://www.law.cornell.edu/cfr/text/24/570.483) <https://www.law.cornell.edu/cfr/text/24/570.483> and [24 CFR 570.484](https://www.law.cornell.edu/cfr/text/24/570.484) <https://www.law.cornell.edu/cfr/text/24/570.484>.

At least 70 percent of the funds awarded must benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities shall meet one of the following National Objectives:

A. Low- to Moderate-Income (LMI)

Persons, households, and/or neighborhoods benefiting from LMI activities must meet HUD's LMI requirements. Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. Low- to moderate-income Limited Clientele (LMC), as defined by income limits or presumed benefit.
 - a. LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD.
 - b. Presumed benefit LMC refers to persons who, as a category, are typically low income.
 - 1) Seniors
 - 2) Persons with a disability
 - 3) Homeless persons
 - 4) Abused children and battered spouses
 - 5) Illiterate adults
 - 6) Persons living with acquired immunodeficiency syndrome (AIDS)
 - 7) Migrant farmworkers
2. LMA are identified using census tracts and block groups. LMA may also be identified through an income survey. See Appendix H for additional information regarding CDBG income surveys, which:
 - a. Are based on the American Community Survey using Census Geographies

- b. Contain at least 51 percent of households in the area earning at 80 percent or below HAMFI to meet LMA
- c. Must be contiguous and the area should be mapped to show eligibility
- d. Must be an Activity with public benefit for the area, such as streets and sidewalks, sewer/water infrastructure, community facilities, or park improvements
- e. Should be determined to be LMA eligibility from the map application at HUD's [Low- and Moderate-Income Summary Data Application Page](https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd) <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>. [Instructions for HUD's mapping application](https://www.hudexchange.info/programs/acs-low-mod-summary-data/) <https://www.hudexchange.info/programs/acs-low-mod-summary-data/> are available to assist in using the map application.
 - 1) Low- to Moderate-Income Housing (LMH) defined by household income limits is a household earning 80 percent or less of HAMFI
 - 2) Low- to Moderate-Income Job Creation or Retention Activities (LMJ)
 - a) LMJ is based on the number of full-time equivalent jobs created or retained
 - b) Must create or retain jobs, and 51 percent of those jobs must be for LMI persons
 - c) To meet the public benefit requirements for LMJ activities, for every \$35,000 spent, one full-time equivalent job must be created/retained

B. Slums and Blight

1. Areas must be geographically defined and publicly identified as slums or blighted, typically by a council or board resolution, before the activity is considered.
2. Activities must aid in the prevention or elimination of slums or blight as described in [24 CFR §570.482](https://www.law.cornell.edu/cfr/text/24/570.482) <https://www.law.cornell.edu/cfr/text/24/570.482>.

C. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department written approval. If you have a program or a project that meets the criteria of Urgent Need, as established at [24 CFR 570.483\(d\)](https://www.law.cornell.edu/cfr/text/24/570.483) <https://www.law.cornell.edu/cfr/text/24/570.483> and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

VII. Eligible Applicants

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. Eligible Jurisdictions

Any California city or county is eligible to apply for CDBG program funding except a city or county that participates in the HUD-administered CDBG entitlement program. Incorporated cities located in an urban county as defined by [42 U.S.C. 5302\(a\)\(6\)](https://www.law.cornell.edu/uscode/text/42/5302) <https://www.law.cornell.edu/uscode/text/42/5302> must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the city has elected to be excluded from the urban county participation as per [24 CFR 570.307\(g\)](https://www.law.cornell.edu/cfr/text/24/570.307) <https://www.law.cornell.edu/cfr/text/24/570.307> for it to be eligible for the state CDBG program. Eligible applicants may use the following approaches. Only eligible activities from eligible applicants will be scored and ranked.

1. An eligible Applicant may apply on its own behalf
2. An eligible Applicant may apply on behalf of one or more other eligible Applicants
3. Two or more eligible Applicants, which share a program, may submit a joint application
4. In addition to Activity and application limits identified in the NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's jurisdiction when there are concentrations of Native Americans ([HSC §50831](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=31.&title=&part=2.&chapter=12.&article=) or where there is a designated Colonia as described by Section 916 of the National Affordable Housing Act of 1990, provided the concentration is within an eligible city or county

B. 50 Percent Rule

Any Applicant with one or more current and open CDBG Standard Agreements, for which the expenditure deadline established in the agreement(s) has not yet passed, shall be ineligible to apply for any additional CDBG funds for the same type of Activity(ies) included those in those open CDBG Standard Agreement(s) unless the Applicant has expended at least 50 percent of CDBG funds previously awarded (the "50 Percent Rule") for that Activity, or unless a waiver to the rule has been approved by the Director, as allowed at [HSC §50833\(f\)](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160AB723) https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160AB723. The requirements of this subsection do not apply to OTC awards.

C. Financial Management Compliance, 2 CFR Part 200

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at [2 CFR §200](https://www.law.cornell.edu/cfr/text/2/part-200/subpart-D) <https://www.law.cornell.edu/cfr/text/2/part-200/subpart-D>, including the single audit requirements of [2 CFR §200.501](https://www.law.cornell.edu/cfr/text/2/200.501) <https://www.law.cornell.edu/cfr/text/2/200.501>. The Applicant must provide the Department with its most recent single audit, if applicable.

If the Applicant has open single audit findings and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established.

D. Housing Element Compliance

As per [HSC §50829](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html>, the Applicant must submit a draft and adopted Housing Element to the Department in accordance with the requirements listed in [Government Code §65580, et seq.](#) https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=65580.&lawCode=GOV, most specifically Government Code Section 65585. Applicants must demonstrate compliance with [HSC §50829](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html> with documented proof at application submittal. Documented proof includes, at a minimum, correspondence from the Department that the draft and adopted Housing Element has been submitted and received. Failure to comply with the procedural requirements (i.e., GC §65585) of the Housing Element law will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG program until the Applicant has met such procedural requirements. Applicants triggering the provision of [HSC §50829](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html> must meet and document all pertinent requirements.

E. Good Standing

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

F. Federal Debarment

Pursuant to [24 CFR Part 5](https://www.law.cornell.edu/cfr/text/24/part-5) <https://www.law.cornell.edu/cfr/text/24/part-5>, all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, sub-recipients, etc., that are conducting business

with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction.

The Department will not award any CDBG program funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal [System for Award Management](https://sam.gov/SAM/) <https://sam.gov/SAM/> that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred.

G. Restrictions on Multiple Activities in the Same Political Districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

VIII. Funding and Activity limits

IMPORTANT NOTE:

All applications must be submitted through the [eCivis Grants Network Portal](https://portal.ecivis.com/#/login) <https://portal.ecivis.com/#/login>; no hard copies will be accepted. Jurisdictions will submit **one application per** Activity. Each jurisdiction **can submit up to six (6) applications** during this NOFA cycle. Each Activity must have a unique application with a complete budget, national objective, scope of work, and milestone timeline. There will be no “combo” activities or applications accepted in this NOFA. Each Activity, both projects and programs, is stand-alone with a discrete budget and scope of work. General Administration should be budgeted for each Activity up to the cap allowed for that Activity. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached sample draft Standard Agreement in Appendix K as a sample of the applicable terms and conditions.

A. Housing and Community Development Activities

The maximum total grant award for all Community Development Activities is \$3.5 million per jurisdiction. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total, including Program Income. In no event shall the new grant award exceed the maximum

per jurisdiction limit of \$3.5 million. Per jurisdiction limits do not apply to Colonia and Native American set-asides.

The below limits are new grant awards limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per-Activity limits do not apply to Colonia and Native American set-asides.

1. Housing Activities

- a. Single-Family Housing Rehabilitation Program, 1-4 units - up to \$1 million
- b. Homeownership Assistance Program - up to \$1 million
- c. Housing Project: Multifamily Rental (5 or more units), Rehabilitation with or without acquisition - up to \$3.5 million
- d. Housing Project: Acquisition of Real Property for Multifamily housing projects – up to \$3.5 million
- e. Public Improvements in Support of Housing: New Construction - up to \$3.5 million

2. Non-Housing Community Development Activities

- a. Public Improvements (other than In Support of Housing or Businesses) - up to \$3.5 million
- b. Public Facility - up to \$3.5 million
- c. Project Predevelopment (limited to 2 grant awards this NOFA) - up to \$500,000
- d. Public Services - up to \$500,000
- e. Planning & Technical Assistance - up to \$250,000

B. Economic Development Activities

The maximum total jurisdiction grant award limit for awards including ED program activities is \$3.75 million. Applicants that wish to include ED activities in their application may include up to \$250,000 above the \$3.5 million CD jurisdiction limit. ED OTC projects may apply for up to \$6 million in funding – total including all activities, both CD and ED. Applicants may not apply for both a \$6 million ED OTC project and additional CD activities that would exceed the \$6 million cap. ED OTC is a stand-alone application subject to the ED OTC limits noted below. This maximum does **not** include Program Income. Jurisdictions that commit Program Income to an Activity may exceed the maximum grant award total including Program Income. The new grant award for an ED

OTC activity shall not exceed the maximum per jurisdiction limit of \$6 million. ED jurisdiction limits do not apply to Colonia and Native American set-asides.

The below limits are new grant award limits per Activity. Program Income is **not** included in either Activity or jurisdiction award limits. Total Activity budgets may exceed the award limits when Program Income is budgeted to the Activity; however, the new grant award per Activity shall not exceed the maximums below. Per Activity limits do not apply to Colonia and Native American set-asides. The maximums per application type are as follows:

1. Program Applications

- a. Business Assistance - up to \$500,000
- b. Micro-Enterprise Assistance (includes both Micro-Financial Assistance and Technical Assistance) - up to \$250,000

2. Project OTC Applications

- a. Public Infrastructure In-Support of Businesses - up to \$6 million
- b. Commercial/Industrial Building Acquisition, Construction, Rehabilitation, or other improvements - up to \$6 million

Jurisdictions that successfully expend 70 percent of awarded ED funding, including Program Income allocated to an ED activity, within 12 months of an executed Standard Agreement may petition the Department for additional ED funds without submitting an additional application. The Department, at its discretion may allocate additional funding, if available, to a successful ED award to support the ongoing operation of that program.

Jurisdictions that apply for ED funding must additionally agree to comply with the Program Expectations for ED Activities outline in Appendix M. This document establishes ED program limits and minimums and is intended to guide program development for ED programs funded through CDBG funds.

ED applications may be submitted on a rolling basis as soon as they are complete and ready for submittal and will be reviewed for completeness and compliance with HUD requirements. Complete and compliant applications will be awarded funds. No ED applications will be scored competitively, but rather will be reviewed on a first-come, first-served basis only. ED funding will be awarded to eligible applications until funds are fully committed or until the September 15, 2020 application deadline, whichever comes first. Applications that are incomplete or that are not HUD compliant will be returned to draft for correction prior to re-submittal. All applications must be complete and correct prior to the September 15, 2020 application deadline. Any applications still in draft or that have not been re-submitted with final corrections after the September 15, 2020 application deadline will not be considered for funding.

C. Colonias and Native American Communities Allocations

Applications for these allocations may be in addition to other applications submitted by an eligible jurisdiction. Applications submitted under this section will be independently evaluated and ranked against other applications for these respective special allocations, without regard to the ranking of an application submitted pursuant to another section of this NOFA. Applications for these allocations are not included in the per-jurisdiction grant award maximums.

D. Milestones

All CDBG program-funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include at least two milestones per Activity application – a milestone for Activity initiation and a milestone for Activity closeout. Additional milestones are optional, though encouraged for best practice Activity implementation.

IX. Program Administrative and Activity Delivery Costs

A. General Administration

Pursuant to state CDBG Guidelines §§208-209, Grantees may expend a portion of the grant amount for general administrative (GA) costs provided that such amounts are reasonable and justified for the type and complexity of the program, and that there are adequate written records to satisfactorily document these costs.

GA costs may include, but are not limited to, the following categories:

1. Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG program, including general management, general legal services, accounting, and auditing
2. Travel costs incurred in carrying out the general management of the program
3. Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and audit services
4. Other costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance, utilities, office supplies, and rental or purchase of office equipment.

5. Costs incurred in providing information and resources to individuals, families, and households in the LMI group, and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program
6. Administrative funding can also be used for fair housing activities in compliance with the requirements of state CDBG Guidelines §103. If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, decide whether it is an administrative cost, an Activity delivery cost, or an ineligible cost according to [24 CFR §570.489](https://www.law.cornell.edu/cfr/text/24/570.489) <https://www.law.cornell.edu/cfr/text/24/570.489> and [24 CFR §570.482](https://www.law.cornell.edu/cfr/text/24/570.482) <https://www.law.cornell.edu/cfr/text/24/570.482>.

The GA cap for grant awards is **7 percent** of the total award. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent GA allocation. GA for Program Income funds is **17 percent**. For project budgets with both grant award and Program Income as funding sources, please identify how much GA will be from each source to ensure that GA stays within the program caps.

B. Activity Delivery

Activity Delivery (AD) costs are those costs directly related and necessary to successively complete a specific Activity, such as loan underwriting costs, architecture and engineering design costs, and labor compliance review costs.

In past NOFAs, the Department provided detailed restrictions on AD allocations to ensure as much funding as possible is attributed to assisting beneficiaries. The Department is re-evaluating AD limitations to improve overall budgeting and Activity performance. AD limits for all activities except housing Rehabilitation Administration have been eliminated. Applicants must include a budget line item for AD if there will be AD costs as part of the Activity. The AD limit for Housing Rehabilitation administration will be **20 percent** of the total grant award. AD for Rehabilitation Administration will be charged as a total of the award, not on a loan-by-loan or, in the case of emergency repair programs, grant-by-grant, basis.

X. Threshold Requirements

The following threshold requirements must be met at the time of application:

- A.** City or county Applicant must be a non-entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD administered CDBG Entitlement program.
- B.** The Activity applied for must be an eligible Activity as defined by [42 U.S.C. §5305](https://www.law.cornell.edu/uscode/text/42/5305) <https://www.law.cornell.edu/uscode/text/42/5305>.
- C.** The Activity must meet a CDBG National Objective as defined by [24 CFR §570.483](https://www.law.cornell.edu/cfr/text/24/570.483) <https://www.law.cornell.edu/cfr/text/24/570.483>.

- D. The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements of [2 CFR §200](https://www.law.cornell.edu/cfr/text/2/part-200) <https://www.law.cornell.edu/cfr/text/2/part-200>.
- E. Pursuant to [24 CFR §570.486](https://www.law.cornell.edu/cfr/text/24/570.486) <https://www.law.cornell.edu/cfr/text/24/570.486>, Applications must follow CDBG Public Participation regulations.
- F. The Applicant must have complied with all of the requirements listed in [HSC §50829](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50829.html> and [HSC §50830](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50830.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50830.html> regarding Housing Element law. Pursuant to the law, CDBG will not reject an application based on either the content of the Housing Element or the Department's findings on the Element, except as may otherwise be provided in [HSC §50830](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50830.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50830.html>. The determination of Housing Element compliance will be made by the Department's Division of Housing Policy Development (HPD) in its discretion.
- G. The Applicant must demonstrate, to the satisfaction of the Department, that it is in compliance with the state and federal submission requirements of [2 CFR §200.512](https://www.law.cornell.edu/cfr/text/2/200.512) <https://www.law.cornell.edu/cfr/text/2/200.512> and provide their most recent single audit as applicable.
- H. The Applicant must be in good standing with the Department as defined in Section VII of this NOFA.
- I. The Applicant must demonstrate, to the satisfaction of the Department, that it is meeting the State Objectives as defined in Appendix I. (NOTE: State Objectives are a threshold requirement in the OTC application, but may be used to increase points in the Competitive applications).
- J. The Applicant must demonstrate compliance with [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](https://www.law.cornell.edu/uscode/text/42/chapter-61) <https://www.law.cornell.edu/uscode/text/42/chapter-61> relocation requirements, as applicable.
- K. The Applicant must demonstrate compliance with [Article XXXIV of the California Constitution](https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=CONS&division=&title=&part=&chapter=&article=XXXIV) https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=CONS&division=&title=&part=&chapter=&article=XXXIV, as applicable.
- L. ED applications only: The Applicant must demonstrate capacity and experience to operate an ED activity. Capacity and experience may be documented through one of the following commitments:
 - a. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG funded ED activity. These staff must have at least:
 - i. 3 years of CDBG ED experience, or
 - ii. 5 years of commercial underwriting experience plus 2 years of CDBG CD experience.

- b. The Applicant has a draft contract or subrecipient agreement with a qualified consultant or non-profit ED group with direct experience in CDBG ED implementation. The agreement must be fully executed and a copy provided to the Department within 30 days of receipt of Standard Agreement. Final contracts and/or subrecipient agreements must be with the same entities as proposed in draft at the time of the application. Substitutions will invalidate the application and cancel the award.
- c. The Applicant commits to partnering with the Small Business Development Centers (SBDC) or similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

XI. Contents of Application

Applications must be electronically submitted through the [eCivis portal](https://portal.ecivis.com/#/login) <https://portal.ecivis.com/#/login> and consist of the items identified in the application, as well as any other information deemed necessary by the Department to evaluate the applications. This information provides the basis for assessment and includes the assurances and agreements necessary for compliance with [HSC §50825, et seq.](https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50825.html) <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-50825.html>, [24 CFR §570](https://www.law.cornell.edu/cfr/text/24/part-570) <https://www.law.cornell.edu/cfr/text/24/part-570> and [2 CFR §200](https://www.law.cornell.edu/cfr/text/2/part-200/subpart-D) <https://www.law.cornell.edu/cfr/text/2/part-200/subpart-D>.

XII. Mandatory Department Resolution

To reduce delays in the application review, award, and contracting processes, applicants are **required** to use the Department's *Sample Resolution of the Governing Body*. For reference, please see Appendix D.

XIII. Application submission

A. Application Workshops

The Department will hold application workshops beginning in January 2020. Please visit the [Department's website](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml) <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

Applicants are also strongly encouraged to review available webinars and training materials on the CDBG program, the CDBG Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

B. Application Submission

Applicants **must** follow instructions in both this NOFA and the online application. Failure to follow instructions will result in disqualification.

The CDBG Application and all required attachments must be submitted to the Department through the [eCivis Grants Network Portal](https://portal.ecivis.com/#/login) <https://portal.ecivis.com/#/login>. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, on penalty of perjury.

Applicants that do not have an account with eCivis should log into the eCivis portal. Use the “Create an account” option to initiate a profile. See the available [training on the HCD website](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml#cdbg-tta) <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml#cdbg-tta> to learn how to open a free account.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant’s responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications.

C. Disclosure of Application

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act ([Gov. Code §6250, et seq.](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identifying information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department’s disclosure of the Applicant’s material upon receipt of a Public Records Act request.

XIV. Application review, approval, and commitment process

A. Application Review

All applications are required to pass threshold requirements. Failure to meet threshold will result in immediate disqualification. Applications that do not meet threshold will not be reviewed.

All applications that pass threshold will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be disqualified.

1. Competitive Applications

Competitive applications that pass threshold and eligibility will be scored according to the evaluation criteria outlined in the application under the Readiness Section.

Scores include two components:

- a. Need Score – need scores are set scores for different Activity types that are based on public data sets that indicate the severity of community need for a specific Activity. The Department prepares the need scores and will provide the scores as Attachment A to this NOFA.
- b. Activity Readiness – Activity readiness is an indicator of Applicant preparedness for Activity implementation. Applicants are strongly encouraged to complete as much preparation as possible prior to Application submittal to shorten the time between award and expenditure. The scoring weight for each readiness criteria is included in the Application instructions.

Each Application will receive two reviews. Scores will be totaled for each reviewer and summed for the Activity along with the need score. Applications will be ranked based on highest score. Applicants may request a copy of their reviews at any time after the scoring and announcement of awards has been completed.

2. OTC Applications

OTC Applications that pass threshold and eligibility review will be reviewed on a first-come, first-served basis. Each application will be reviewed by two separate staff to ensure consistency and transparency. Applications that are eligible, complete, and that satisfy readiness requirements will be recommended for funding. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

B. Recommendations

The Department will review applications and make award recommendations according to the above criteria. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the Applicant review period. Applicants will officially be notified of awards through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will be officially notified via email that their application was not awarded or failed to pass threshold.

C. Standard Agreements

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft sample Standard Agreement is included as Attachment K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XV. Appeal criteria and process

A. Criteria

Upon receipt of the Department's notice that an application has been determined to be incomplete or fails threshold, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.

No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto.

The appeal process provided herein applies solely to decisions the Department made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

B. Appeal Process and Deadlines

In order to lodge an appeal, Applicants must submit to the Department a written appeal by the filing deadline set forth below, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the Application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department either via email at cdbgnofa@hcd.ca.gov, or at the following address:

California Department of Housing and Community
Development Attn: CDBG Program Appeals
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833

The Department will accept appeals through a carrier service that provide date stamp verification of delivery such as the U.S. Postal Service, UPS, FedEx, or other carrier services. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. PST. Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

Filing Deadline: Appeals must be received by the Department no later than five (5) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or has failed to score high enough in readiness to qualify for award. Late appeals will not be reviewed.

C. Appeal Decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

D. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

XVI. Awards announcement and grant implementation

A. Awards Announcements

The Department anticipates awards will be announced within 90 days of the Competitive application deadlines. OTC awards will be announced as applications are approved for funding. Until awards are announced, the CDBG staff will not be able to discuss the status of applications.

Within 60 days from the award announcement date, unsuccessful Applicants will have the opportunity to request an interview with Department staff to discuss their application. Applications and agreements are public information and are available for review upon request.

XVII. Federal program requirements

A. Cross-cutting Requirements

The CDBG program is administered under the rules and regulations promulgated primarily in [24 CFR §570.600, et seq.](https://www.law.cornell.edu/cfr/text/24/570.600) <https://www.law.cornell.edu/cfr/text/24/570.600>. These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

This following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non-Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 Compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions
15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Compliance with Eligibility Restrictions for certain resident aliens
17. Federal reporting requirements
18. Grant and subrecipient monitoring requirements

B. Relocation Plan Requirement

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must

provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Applicants must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV Compliance

Applicants engaging in low-income housing project activities that are subject to [Article XXXIV of the California Constitution](#) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CONS&division=&title=&part=&chapter=&article=XXXIV must show that the project approval process complies with Article XXXIV requirements. The state statutes implementing Article XXXIV can be found at [HSC §37000](#) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=24.&title=&part=8.&chapter=&article=. Exceptions to Article XXXIV can be found at [HSC §37001](#) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=24.&title=&part=8.&chapter=&article=.

D. Procurement

Pursuant to [24 CFR §570.489\(g\)](#) <https://www.law.cornell.edu/cfr/text/24/570.489>, all grantees must comply with federal procurement requirements. The Department will review the grantee's procurement documents for services (i.e., administrative sub-contractor, Davis Bacon consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at [2 CFR §200.317 through 200.326](#) <https://www.law.cornell.edu/cfr/text/2/part-200/subpart-D>. Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.