

CITY OF CRESCENT CITY

Mayor Blake Inscore
Council Member Alex Fallman
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime
Council Member Jason Greenough

AGENDA SPECIAL CITY COUNCIL MEETING VIRTUAL VIA ZOOM MEETINGS

MONDAY

MAY 11, 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, April 17, 2020. If you require a special accommodation, please contact City Clerk Robin Patch at 464-7483 ext. 223.

There will be no closed session as there are no items to discuss

OPEN SESSION

Call to order
Roll call
Pledge of Allegiance

REPORT OUT OF CLOSED SESSION

PUBLIC COMMENT PERIOD

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

CEREMONIAL ITEMS

1. National Peace Officers Memorial Day Proclamation

2. Children's Day Proclamation

REPORTS AND PRESENTATIONS - None

CONSENT CALENDAR

3. Council Meeting Minutes

- *Recommendation: Approve the April 6, 2020 regular meeting minutes and the April 20, 2020 regular meeting minutes of the City Council.*

4. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period April 11, 2020 through April 24, 2020.*

5. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending April 25, 2020 paid May 1, 2020.*

6. Quarterly Cash and Investments Report as of March 31, 2020

- *Recommendation: Receive and file quarterly cash and investments report as of March 31, 2020.*

7. Grant Acceptance and Budget Amendment for Additional Economic Development Support to Assist with COVID-19 Emergency

- *Recommendation: Authorize the City Manager to accept a grant from the Wild rivers Community Foundation in the amount of \$10,000 for Economic Development Support to assist with the COVID-19 emergency.*
- *Adopt Resolution No. 2020-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-2020 BUDGET*

8. DNSWMA Draft Budget and Approval Process for FY 2020/21

- *Recommendation: Take no action; a lack of response is to be treated as approval of the budget as presented – or –*
- *Submit specific written comments to the DNSWMA Board before adoption of the budget*
- *If there is written objection to the proposed Authority budget, this body should also designate a representative to attend the Authority meeting scheduled for May 19th so such concerns may be resolved and the Authority may adopt a budget for Fiscal Year 2020/21 before June 30, 2020.*

PUBLIC HEARINGS - None

CONTINUING BUSINESS

9. Draft Ordinance RE: Recreational Vehicle Parking and Use in Residential Zones

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Discuss and provide direction on a draft ordinance establishing regulations for recreational vehicle parking and short-term residential use in residential zones.*

10. Pebble Beach Bank Stabilization Project

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Give direction to staff regarding project funding*
- *Authorize the City Manager to sign an agreement with COWI to begin work on the plans, specifications and estimate, required studies, and environmental documentation for Pebble Beach Bank Stabilization until such time as the currently authorized funds of \$458,000 have been expended upon final approval as to form by the City Attorney*

NEW BUSINESS

11. Contract Amendment for SHN Planning Services

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Authorize the City Manager to sign a Contract Amendment Task with SHN that will bring the total contract agreement for planning related tasks to \$123,000 for FY 2019-20*

12. Confirming a Local Emergency Continues to Exist

- *Recommendations: Hear staff report*
- *Receive public comment*
- *Adopt Resolution No. 2020-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY CONFIRMING A LOCAL EMERGENCY CONTINUES TO EXIST*

13. Fiscal Year 2019-20 General Fund Budget Adjustment Due to COVID-19

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Adopt Resolution No. 2020-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET*

14. City-wide Energy Performance Audit and Energy Efficiency Program RFP

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Authorize the City Manager to advertise a request for proposals (RFP) for a City-wide Energy Performance Audit and Energy Efficiency Program*

15. CCPD Cadet Program

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Receive direction from City Council to maintain donation program to fund a cadet program*
- *Adopt Resolution No. 2020-35, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET*

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 regular meeting of the City Council of the City of Crescent City scheduled for Monday, May 18, 2020 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

POSTED:

May 7, 2020

/s/ Robin Patch

City Clerk/Administrative Analyst

Vision:

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

Mission:

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

Values:

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



Proclamation

of the

City of Crescent City

WHEREAS, in 1962, President John F. Kennedy signed a proclamation designating May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week. On the average, one law enforcement officer is killed in the line of duty in the United States every 61 hours. Since the first known line-of-duty death in 1791, more than 20,000 U.S. law enforcement officers have made the ultimate sacrifice; and

WHEREAS, in 1977, the State of California started holding a Peace Officer Memorial Ceremony at the State Capitol to honor the officers who had fallen in the line-of-duty in the preceding year; recognizing their sacrifice and the impact on their family and friends left behind. California has lost 1649 officers who died in the line-of-duty. California has also lost 35 K-9 officers, who also died in line-of-duty related deaths; and

WHEREAS, in 2019, nationwide, 146 officers and 28 K9s died in the line of duty protecting our country, our homes, our families, and our way of life, leaving behind their families and friends to carry on without them. In 2019, the State of California lost 10 officers and three K9 officers, who died in the line of duty; and

WHEREAS, the City of Crescent City extends its condolences to the families of those who have fallen in the line-of-duty protecting us from evil; and

NOW, THEREFORE, the City of Crescent City recognizes May 15, 2020, as the National Peace Officers Memorial Day and May 6th as California's Peace Officer Memorial Enrollment Ceremonies Day; and the City of Crescent City also recognizes the outstanding service the Crescent City Police Department does for the City and wishes the officers a safe patrol each night and day when they go to protect our City.

NATIONAL PEACE OFFICERS MEMORIAL DAY

Mayor Blake Inscore



Proclamation

of the

City of Crescent City

WHEREAS, Children's Day is a Japanese national holiday which takes place annually on May 5th; and

WHEREAS, is the final celebration in Golden Week. It was designated a national holiday by the Japanese government in 1948; and

WHEREAS, it has been a day of celebration in Japan since ancient times; and

WHEREAS, the day was originally called Tango no sekku, (also known as Feast of Banners) and was celebrated on the fifth day of the fifth moon in the lunar calendar or Chinese calendar; and

WHEREAS, until recently, Tango no sekku was known as Boys' Day while Girls' Day (Hinamatsuri) was celebrated on March 3rd; and

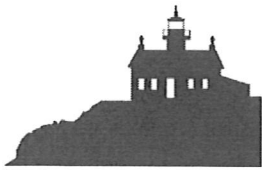
WHEREAS, it was originally exclusively male, celebrating boys and recognizing fathers, but has since been changed to include both male and female children, as well as recognizing mothers along with fathers and family qualities of unity; and

WHEREAS, in 1948, the government decreed this day to be a national holiday to celebrate the happiness of all children and to express gratitude toward mothers. It was renamed Kodomo no Hi; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Crescent City does hereby proclaim Sunday, May 5, 2020 as Children's Day and encourages all citizens to respect children's personalities and celebrate their happiness.

JAPAN'S CHILDREN'S DAY

Mayor Blake Inscore



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

APRIL 6, 2020

6:00 P.M.

CLOSED SESSION

Call to order Mayor Inscore called the closed session to order at 5:04 p.m.

Roll call Council Members present: Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore
Council Members absent: Council Member Alex Fallman
Staff present: City Manager Eric Wier, City Attorney Martha Rice, Human Resources Administrator Sunny Valero, and Finance Director Linda Leaver

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel: Existing Litigation** (Govt. Code § 54956.9(d)) **City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.)**
- **Conference with Labor Negotiator** (Gov. Code § 54957.6), **City Representative: Eric Wier, Employee Organizations: Crescent City Employees Association, Crescent City Management Employees Association, Clerical Employees of Crescent City Association and Crescent City Police Officers Association**

There were no public comments on closed session items.

The closed session was adjourned at 5:54 p.m.

OPEN SESSION

Call to order Mayor Inscore called the open session to order at 6:00 p.m.

Roll call Council Members present: Council Member Greenough, Council Member Wright, Mayor Pro Tem Kime, and Mayor Inscore
Council Member absent: Council Member Fallman
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

Pledge of Allegiance led by Mayor Inscore

REPORT OUT OF CLOSED SESSION

PUBLIC COMMENT PERIOD – *there were no public comments*

CEREMONIAL ITEMS

1. Oath of Office for Police Officer Magnolia Rincon-Garibay

Police Chief Griffin spoke to Police Officer Rincon-Garibay's history with the San Diego Police Department and her interest to be a School Resource Officer for CCPD. City Clerk Robin Patch administered the Oath of Office to Officer Rincon and her husband pinned the badge to her uniform.

2. Child Abuse Prevention Month Proclamation

Mayor Inscore read aloud the proclamation and Melodee Mitchell of Del Norte Child Care Council was present via Zoom to accept the proclamation and speak on the topic.

3. Sexual Assault Awareness Month Proclamation

Mayor Inscore read aloud the proclamation and Liz Hutchens of North Coast Rape Crisis Team was present via Zoom to accept the proclamation. Ms. Hutchens spoke on the support that the NCRCT provides to victims of violence. Announced that Jeans for Justice is April 29th and encourages everyone to wear jeans in support of those affected by domestic violence.

REPORTS AND PRESENTATIONS

CONSENT CALENDAR

4. Council Meeting Minutes

- *Recommendation: Approve the March 2, 2020 regular meeting minutes of the City Council.*

5. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period March 7, 2020 through March 27, 2020.*

6. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending March 14, 2020 paid March 20, 2020 and period ending*
- *March 28, 2020 paid April 3, 2020.*

7. Resolution Numbering Correction

- *Recommendation: Adopt Resolution No. 2020-22, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING RESOLUTION NUMBERS*

8. Budget Amendment for Economic Development Specialists to Assist with COVID-19

- *Recommendation: Adopt Resolution No. 2020-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY*

9. CCPD Budget Amendment for Equipment

- *Recommendation: Adopt Resolution No. 2020-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-2020 BUDGET*

10. List of Proposed Local Street Projects for the Road Repair and Accountability Act of 2017 (SB1)

- *Recommendation: Adopt Resolution No. 2020-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 TO BE FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1)*

11. 2019-2024 Del Norte County Comprehensive Economic Development Strategy (CEDS)

- *Recommendation: Adopt Resolution No. 2020-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING THE 2019-2024 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR DEL NORTE COUNTY AS PREPARED AND RECOMMENDED BY THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE*

On a motion by Council Member Greenough, seconded by Council Member Wright, and carried unanimously on a 4-0 polled vote, with Council Member Fallman being absent, the City Council of the City of Crescent City adopted the consent calendar consisting of items 4-11 as presented.

CRESCENT CITY HOUSING AUTHORITY

(Minutes on the next agenda)

The City Council reconvened upon adjournment of the Housing Authority at 6:28 p.m.

PUBLIC HEARINGS

13. Commercial Cannabis Ordinance – Adoption

- *Recommendation: Open public hearing*
- *Hear staff report*
- *Receive public comment*
- *Close public hearing*
- *Waive full reading, read by title only and adopt Ordinance No. 819, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADDING CHAPTER 17.95, COMMERCIAL CANNABIS REGULATIONS, AND AMENDING CHAPTER 17.20, C-1 DOWNTOWN BUSINESS DISTRICT, CHAPTER 17.22, C-2 GENERAL COMMERCIAL DISTRICT, CHAPTER 17.24, HS HIGHWAY SERVICE DISTRICT, AND CHAPTER 17.93, STANDARDS FOR MARIJUANA, OF TITLE 17, ZONING OF THE CRESCENT CITY MUNICIPAL CODE*

Director Olson went over the staff report in detail over the history of the ordinance and where commercial cannabis would be allowed. Director Olson stated a \$1,000 fee would start the process. Mayor Pro Tem Kime asked if the fees were sufficient; Director Olson stated yes as well as what research was done to determine those fees. Mayor Inscore had a Q&A come through Zoom, however, not in the public comment format – asking if a dry room/vegetable room fell into the 2,000 sq ft for cultivation.

There were no public comments.

The public hearing was closed at 6:46 p.m.

On a motion by Council Member Greenough, seconded by Mayor Pro Tem Kime, and carried unanimously on a 4-0 polled vote with Council Member Fallman absent, the City Council of the City of Crescent City adopted adopt Ordinance No. 819, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADDING CHAPTER 17.95, COMMERCIAL CANNABIS REGULATIONS, AND AMENDING CHAPTER 17.20, C-1 DOWNTOWN BUSINESS DISTRICT, CHAPTER 17.22, C-2 GENERAL COMMERCIAL DISTRICT, CHAPTER 17.24, HS HIGHWAY SERVICE DISTRICT, AND CHAPTER 17.93, STANDARDS FOR MARIJUANA, OF TITLE 17, ZONING OF THE CRESCENT CITY MUNICIPAL CODE

14. Adoption of Amendment to Procurement Ordinance

- *Recommendation: Open public hearing*
- *Hear staff report*
- *Receive public comment*
- *Close public hearing*
- *Waive full reading, read by title only and adopt Ordinance No. 820, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 14.28, EXCEPTIONS TO PROCUREMENT RULES, OF TITLE 14, PROCUREMENT PROCEDURES, OF THE CRESCENT CITY MUNICIPAL CODE*

The public hearing was opened at 6:47 p.m.

City Attorney Rice stated that nothing has changed since the introduction, this just offers flexibility.

There were no public comments

The public hearing was closed at 6:48 p.m.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Wright, and carried unanimously on a 4-0 polled vote with Council Member Fallman being absent, the City Council of the City of Crescent City waived full reading, read by title only and adopt Ordinance No. 820, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 14.28, EXCEPTIONS TO PROCUREMENT RULES, OF TITLE 14, PROCUREMENT PROCEDURES, OF THE CRESCENT CITY MUNICIPAL CODE

15. Mobile Vending Ordinance Adoption

- *Recommendation: Open public hearing*
- *Hear staff report*
- *Receive public comment*
- *Close public hearing*
- *Waive full reading, read by title only and adopt Ordinance No. 817, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING SECTIONS OF THE CRESCENT CITY MUNICIPAL CODE RELATING TO THE REGULATION OF MOBILE VENDORS AND SIDEWALK VENDORS*

The public hearing was opened at 6:51p.m.

City Manager Wier explained that also for discussion will be the resolution, it was not on the agenda itself and will be up for adoption at the next meeting.

There were no public comments.

The public hearing was closed at 6:52 p.m.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Greenough and carried unanimously on a 4-0 polled vote with Council Member Fallman being absent, the City Council of the City of Crescent City waived full reading, read by title only and adopted Ordinance No. 817, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING SECTIONS OF THE CRESCENT CITY MUNICIPAL CODE RELATING TO THE REGULATION OF MOBILE VENDORS AND SIDEWALK VENDORS

Public Works Director went over the resolution required for insurance and the limits therein. Mayor Inscore asked if we were expecting sidewalk vendors to have insurance as well; City Attorney Rice stated it only applies to mobile vendors.

David Gearhart: stated to be careful for pricing insurance.

Council Member Greenough asked how the \$1 mil and \$2 mil aggregate was determined; Director Olson said it came from our insurance company as a suggestion. City Attorney Rice stated that generally speaking if there is a realistic chance that serious illness or death could occur, these amounts are appropriate.

16. City Fee Schedule Update

- *Recommendation: Open public hearing*
- *Hear staff report*
- *Receive public comment*
- *Close public hearing*
- *Adopt Resolution No. 2020-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ESTABLISHING CERTAIN FEES FOR VARIOUS CITY SERVICES PROVIDED BY THE CITY OF CRESCENT CITY*

The public hearing was opened at 7:02 p.m.

Finance Director Leaver reported on the fees that have been added to the schedule. There is a sidewalk vending permit fee of \$30 that has been added, commercial cannabis use permit is not a flat dollar amount, but a deposit of \$1,000 items will be tracked through the permitting process and the final fee will be determined at the end. \$270 per site per year with annual inflation adjustment for Small Wireless Facilities. Council Member Greenough asked if the sidewalk vendors include the ones that attend First Friday; Director Leaver stated that this is for someone who wants an annual permit to sidewalk vend, not for a special event.

Jason Bartholomew: does this effect current vendors that have trailers? *Director Leaver asked if this question was for the fee schedule or last item and it was meant for the last item; Director Olson answered that you are currently required to have a permit to be a vendor.*

The public hearing was closed at 7:14 p.m.

On a motion by Council Member Greenough, seconded by Mayor Pro Tem Kime and carried unanimously on a 4-0 polled vote with Council Member Fallman voting no, the City Council of the City of Crescent City adopted Resolution No. 2020-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ESTABLISHING CERTAIN FEES FOR VARIOUS CITY SERVICES PROVIDED BY THE CITY OF CRESCENT CITY

CONTINUING BUSINESS - None

NEW BUSINESS

17. Draft Smoke Free Multi-Unit Housing Ordinance

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Discuss the draft Smoke Free Multi-Unit Housing Ordinance*
- *Provide further direction to staff about the draft Smoke Free Multi-Unit Housing Ordinance*

Director Olson stated that there was direction given for presenting an ordinance for smoke free multi-unit housing. He went over both the pros and cons to having an ordinance like this; pros limits exposure to secondhand smoke by certain restrictions as well as expanding the nuisance law to include nonconsensual exposure to smoke. Cons include developing an optional, not mandatory designated smoking area that has to meet certain criteria and that since it is unknown how many current smoking units there are in multi-unit housing, it has an unknown financial impact.

Jay McCubbrey - lives and works out of Eureka and has worked in Tobacco Control for several years. Stated that these regulations usually work.

Denise Doyle Schnacker – spoke about children who live in smoking multi-unit apartments and the negative effects that she sees as a teacher.

Lynn Szabo - spoke in support of nonsmoking multi-unit housing

Kat Moreno – supports nonsmoking multi-unit housing

Linda Sutter - due to technical difficulties, her comment was read aloud by Mayor Inscore – the Surf Hotel just had a fire due to smoking inside the apartment.

Council Member Greenough stated that he does not see the need to force businesses to bend to the Council's will by having police officers send a letter to the landlords. Does not support an ordinance forcing a landlord's hand. Nationwide there has been a reduction of smokers, people are responding to the messaging out there to stop smoking. Mayor Pro Tem Kime agrees with Council Member Greenough in that we should push our values on other people, however there are people who cannot defend themselves, such as children. Asking your neighbor politely not to smoke and they continue to smoke, what can you do if you can't afford to move? Supports an ordinance. Council Member Wright supports an ordinance; asked about outreach; TUPP has done a lot of education community wide on the matter. Council Member Greenough spoke to not violating someone's rights and our duty to support the Constitution, disagrees with the premise. Mayor Inscore spoke to the research behind second-hand smoke and the detrimental effects it has. Spoke to the municipal code and that if something is a nuisance, we can't ignore it due to it being someone's "civil liberties".

Shelagh Carrick: wants to protect people from unhealthy habits

Kat Moreno: smokers are not a protected class. Children cannot do anything about it.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Wright, and carried on a 3-1 polled vote with Council Member Greenough voting no and Council Member Fallman being absent the City Council of the City of Crescent City directed staff to move forward to bring an ordinance before the Council for the prevention of smoking in multi-unit housing.

Police Chief Griffin stated that tobacco is not a right, it is a luxury and not smoking inside your home is something that can be done. He stated that in multi-unit complexes, smoking should be prohibited as the neighbors cannot remove themselves from the effects of smoke.

18. Small Wireless Facilities Ordinance Introduction

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Waive full reading, read by title only and introduce, Ordinance No. 821, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, OF THE CRESCENT CITY MUNICIPAL CODE BY ADDING CHAPTER 12.44, SMALL WIRELESS FACILITIES*

Public Works Director explained the difference between regular cell towers and small cell towers and the federal oversight that accompanies them. He also went over options of various small towers. Mayor Pro Tem Kime asked who is applying for these permits; Director Olson its companies that build towers for cellphone carriers, there have been interests from third parties. Council Member Wright asked if there would be a limit to how many are allowed; Director Olson stated there is no limit, but there is a limit to how many per block.

Linda Sutter: cautioned 5g installation; feels the cell towers are unattractive and that one per block is too many.

On a motion by Mayor Pro Tem Kime, seconded by Council Member Wright and carried on a 4-0 polled vote with Council Member Fallman being absent, the City Council of the City of Crescent City waived full reading, read by title only and introduced, Ordinance No. 821, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, OF THE CRESCENT CITY MUNICIPAL CODE BY ADDING CHAPTER 12.44, SMALL WIRELESS FACILITIES

19. Parking and Occupying Recreational Vehicles in Residential Zones

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Provide additional input on development of RV parking in residential zones*
- *Direct staff to develop a parking and occupying recreational vehicles in residential zones ordinance for Council consideration.*

Director Olson gave a PowerPoint presentation that outlined the recommendations from the Planning Commission. Council Member Greenough asked for long term staying in RV, are we requiring them to get another connection to sewer or are they tapping into the existing connection as well as electric; Director Olson stated that the intent is not to get all new electrical system, you just need to provide a safe outlet (30-50 amp) installed by an electrician which would require a building permit. A site plan is required at the beginning of the process to get approval from the Planning Commission. There will be a charge for a partial water connection based on the size of the unit. Mayor Inscore, will these only be charged for the 90 days the person will be there or is it a permanent charge; Director Olson stated it would be a one-time initial cost to set up a dedicated RV plot.

There were no public comments.

Mayor Pro Tem Kime stated \$3,300 is a lot of money to have someone come stay on your property in an RV; Director Olson stated that it's an easy \$10,000 to set something like this up. Inscore – hard time justifying connection fees – should be appropriate permits making sure all is connected correctly with sufficient water supply. Making sure this is a safe use and done appropriately.

Mayor Pro Tem Kime said that housing issues at the time is what started this conversation. The concern was an extension cord across the sidewalk and other unsafe practices. If this is an extra income, a connection fee sounds appropriate, but not for a short-term residence. City Manager Wier stated that it's a onetime cost of \$3,300. The sewer/water is a capacity charge as by building this, you would increase one person's use and would impact the water/sewer enterprise funds. Council Member Greenough feels this is straight forward and the owner of the property can have someone pay for staying there. Council Member Wright wanted to clarify if the point of this is to ensure someone isn't going to be dumping improperly; Director Olson stated that for long term (over 90 days) stays, this is making sure they won't dump into a storm drain. Discussion continued at a Council level regarding state guidelines and what we would implement on a City level as well as the description of ADUs (accessory dwelling units) as well as state requirements for ADUs. There are limits to what the City can charge for connections for certain structures. Mayor Inscore stated that if there are particular requirements for connections in regards to ADUs, there needs to be consistency. Council Member Greenough suggested making the fee structure for capacity fees be set by resolution instead of ordinance; City Manager Wier stated that these are usually done by ordinance. The Council was in agreement that there should be some research done on the ADUs and brought back to the Council for discussion. Mayor Inscore spoke to wanting to make sure RVs being used in this fashion are not infringing on the public's right of way. The Council was in consensus for staff to come back with more information on ADUs in detail. City Manager Wier stated that the Planning Commission did address the issue of right-of-way and the RVs are intended to be fully on someone's property and not in the ROW. Mayor Inscore suggested doing a public outreach so those community members who do not follow City Council meetings, that the public will be fully educated on this matter.

20. Pool/Parks/Parking Lots/Special Events Closures Due to COVID-19 Discussion

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Provide direction as necessary and appropriate*

City Manager Wier went over the last few weeks and what we have gone through as a community, as well as a nation on the amount of cases that have occurred since. This virus is growing exponentially, the EOC is a level 3, the highest level. Recreation and Events Coordinator Director Wendt went over what the Economic Resiliency Group has been doing to help our businesses. Director Wendt discussed some loan programs that have been made available to our local businesses. We currently have 111 local businesses have taken the economic injury survey that was put out and it was discovered that 58% of the businesses are temporarily closed and 2 businesses are permanently closed. There will be a webinar tomorrow by Rob Holmund of Malex Consulting that will offer assistance and advice to our local businesses. City Manager Wier spoke to the work of Chuck Wolfe and Rob Holmund they are doing for our community business owners. The Council has authorized a \$15,000 contract with Rob Holmund and a \$10,000 for Chuck Wolfe, however, it has been realized that those amounts are not going to be enough to overall support this effort. City Manager Wier requests of the Council to authorize an additional \$10,000 for Chuck Wolfe and an additional \$10,000 for Rob Holmund. It's important to keep them going as local businesses need support right now. City Manager Wier reported to the Council how City operations have changed as a result of the social distancing requirement and how Public Works has split shifts to help and CCPD has instituted ways to ensure social distancing. Several employees who work either at City Hall or at the Housing Authority have been authorized to work from home, if they choose to and several have. Due to staff teleworking, there has been a need to secure more computers. The Council initially approved \$25k for this expenditure, however due to the demand and having to expedite some shipments, the cost will be closer to \$28k. The showers at Shoreline have been cleaned twice a day, the Public Works crew clean the bathrooms in the parks during the day and the cleaning service does it at night. The County EOC is having some hand washing stations procured that will be placed in several locations within the city. Regarding the pool with passes and punch cards, staff is gathering data for how many of each

have been issued. It has been determined that it is easier to do a refund for the annual passes since the closure could be for months. Asks the Council to consider the refund, and once we know how long the pool will be closed, staff will come back to the Council with options. Regarding punch cards, the date could be extended if the closure is not extended beyond the expiration date of the card. If the closure is, the card holders will receive a refund. Regarding closing parking lots, the social distancing that our community has been doing is seeming to work. In the parking lots, people are staying within their cars which adheres to the social distancing recommendations. Mayor Inscore asked Director Wendt if there were any local financial institutions offering PPP (paycheck protection plan); Director Wendt said there were none. Mayor Inscore asked if there has been any outreach to non-profit organizations regarding the CARES Act; Director Wendt stated that a lot of non-profits have done the economic injury survey and are moving forward with the business loan program. Council Member Greenough since \$140k is available in small business loans by Wild Rivers Foundation, and we have 111 businesses, if they all applied, that would only mean \$1,200 each business which does not amount to enough to help them stay open. Director Wendt stated that with the application comes one-on-one time with either Chuck Wolfe or Rob Holmund to give them options of what loans meet their specific business needs. City Manager Wier explained that the funds from Wild Rivers Foundation was to get money into the businesses hands that wasn't at a State or Federal level, therefore would be quicker and would bridge the gap.

City Manager Wier expressed to the Council that the additional funding being requested tonight for Chuck Wolfe and Rob Holmund is a total of \$20k and we do not know if it will be returned to us by the State or not.

Robert DeRego – City Clerk Patch read his public comment aloud for the record; he spoke to concerns over having food storages limited and that there should be some regulations in place to ensure food for the community.

Mayor Inscore spoke to the letter that was submitted by Jon Alexander which reiterated what he said in his public comment last meeting. Mayor Inscore went to the parking lot of Battery Point Lighthouse to take a look at the number of cars parking there and he did see several there, but the individuals were staying inside their car. Further stating that it is very important that we follow the instructions of the Public Health Officer on what to close and what can stay open. City Manager Wier stated that staff has been in contact with Dr. Rehwaldt about the City public bathrooms and what are the best facilities to have open to the public, as most cities are closing them. Once there is a recommendation from Dr. Rehwaldt, he will report back to the Council. Council Member Greenough read an article about Curry Health Network and hospital staff being let go or furloughed. The Council was in agreement that it is concerning if Curry Health Network closes and what impact it potentially has on Sutter Coast Hospital.

Mayor Inscore returned back to the funding request; City Manager Wier stated that the total amount being requested for the contracts and computer equipment was \$28k. Mayor Inscore stated that we are reinvesting in our businesses during this time and the importance he placed on doing that. Mayor Pro Tem Kime asked where the additional funding will come from; City Manager Wier stated that the first funding was from CDBG, however the funds being requested tonight will come out of General Fund reserves.

There was consensus from the Council to support the businesses and move forward with this funding.

CITY COUNCIL ITEMS

➤ Legislative Matters – None

➤ City Manager Report and City Council Directives -

- *Pebble Beach Bank Stabilization Project Update* – *due to the late hour, this item was not discussed and will be presented at an upcoming Council meeting*

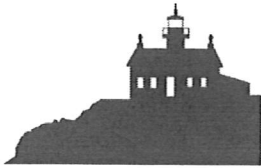
➤ Reports, Concerns, Referrals, Council travel and training reports – No reports

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 10:04 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, April 20, 2020 at 6:00 p.m. at the Flynn Center, 981 H Street, 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 REGULAR CITY COUNCIL MEETING VIRTUAL VIA ZOOM MEETINGS

MONDAY

APRIL 20, 2020

6:00 P.M.

CLOSED SESSION

Call to order Mayor Inscore called the closed session to order at 5:07 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, Human Resources Administrator Sunny Valero and Finance Director Linda Leaver

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel: Existing Litigation** (Govt. Code § 54956.9(d)) **City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.), William Paul v. City of Crescent City, Case No. CV-20-1067-CRB (US Dist. Ct.)**
- **Conference with Labor Negotiator** (Gov. Code § 54957.6), **City Representative: Eric Wier, Employee Organizations: Crescent City Employees Association, Crescent City Management Employees Association, Clerical Employees of Crescent City Association and Crescent City Police Officers Association**

There were no public comments on closed session items; the closed session adjourned at 5:49

OPEN SESSION

Call to order Mayor Inscore called the open session to order at 6:01 p.m.

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

Pledge of Allegiance led by Mayor Inscore

REPORT OUT OF CLOSED SESSION

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

PUBLIC COMMENT PERIOD

There were no general public comments.

CEREMONIAL ITEMS

1. Oath of Office for Police Officer Daniel Sanders

Chief Griffin gave a background on Officer Sanders career which started as a member of the US Coast Guard. He came to CCPD from DNSO. City Clerk Patch administered the oath of office. Chief Griffin pinned the badge to his uniform. Officer Sanders stated he started 20 years ago as a CCPD Explorer and is honored to wear the CCPD uniform.

REPORTS AND PRESENTATIONS

2. Report by Del Norte Public Health Officer Dr. Warren Rehwaldt on the COVID-19 Emergency

Due to Dr. Rehwaldt not being able to join the meeting at this time, the Council was in consensus to continue with the agenda items until he can join us.

CONSENT CALENDAR

3. Council Meeting Minutes

- *Recommendation: Approve the March 5, 2020 special meeting minutes, the March 16, 2020 regular meeting minutes of the City Council.*

4. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period March 28, 2020 through April 10, 2020.*

5. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending April 11, 2020 paid April 17, 2020.*

6. Budget-to-Actual Financial Report for March 2020

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

7. Budget Amendment for Additional Information Technology Resources Due to the COVID-19 Emergency

- *Recommendation: Adopt Resolution No. 2020-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY*

8. Insurance Requirements for Mobile Vendors

- *Recommendation: Adopt Resolution No. 2020-28, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ESTABLISHING INSURANCE REQUIREMENTS FOR MOBILE VENDORS*

9. Budget Amendment for Additional Economic Development Support to Assist with COVID-19 Emergency

- *Recommendation: Adopt Resolution No. 2020-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY*

10. Multi-Unit Housing Smoking Ordinance Ad hoc Committee

- *Recommendation: Appoint Mayor Pro Tem Kime and Council Member Wright to serve on an ad hoc committee to work with staff on the development of a draft multi-unit housing smoking ordinance*

11. Letters of Support Request from DNSWMA

- *Recommendation: Authorize staff to prepare letters of support for the Mayor's signature for AB 2612 and SB 1191*

On a motion by Council Member Fallman, seconded by Mayor Pro Tem Kime and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted the consent calendar consisting of items 3-11 as presented.

PUBLIC HEARINGS

12. Small Wireless Facilities Ordinance Adoption

- *Recommendation: Open public hearing*
- *Hear staff report*
- *Receive public comment*
- *Close public hearing*
- *Waive full reading, read by title only and adopt, Ordinance No. 821, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, OF THE CRESCENT CITY MUNICIPAL CODE BY ADDING CHAPTER 12.44, SMALL WIRELESS FACILITIES*

Mayor Inscore opened the public hearing at 6:13 p.m.

Director Olson gave a brief overview of the ordinance that was introduced and explained in detail at the April 6, 2020 Council meeting. Mayor Pro Tem Kime asked how much staff time it will cost to have these renewed; Director Olson stated not much time at all.

There were no public comments; Mayor Inscore closed the public hearing at 6:15 p.m.

On a motion by Council Member Fallman, seconded by Council Member Greenough and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City waived full reading, read by title only and adopted Ordinance No. 821, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, OF THE CRESCENT CITY MUNICIPAL CODE BY ADDING CHAPTER 12.44, SMALL WIRELESS FACILITIES

CONTINUING BUSINESS - None

NEW BUSINESS

Item #13 will be discussed when Dr. Rehwaldt can attend the meeting and do his presentation first.

13. Covid-19 Emergency Update and Discussion of Deferral of Various City Charges, Fines, Penalties, and Remittances Due to the Covid-19 Emergency

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Provide direction to staff; take action as necessary and appropriate.*

This item was discussed at the conclusion of the last agenda item.

City Manager Wier reported that Dr. Rehwaldt will be unable to join the City Council meeting as an emergency call arose with the OES. City Manager Wier gave a PowerPoint presentation that outlined all of the changes that City offices have done to combat this virus such as: all employee travel has been cancelled, all facilities are receiving additional cleaning, separation of shifts has taken place (PW & CCFR), purchase of IT equipment to allow employees to telework, suspension of shutting of water/sewer for non-payment, suspension of late fees for late water/sewer payments, suspension of fees for late for other services (lab), assigned City staff to the EOC, professional service contracts for economic development. Director Wendt gave an update on the Economic Injury Survey from the Economic Resiliency Task Force (ERTF). There were a total of 112 businesses that participated in the bi-weekly survey. The surveys showed that the biggest help the businesses said they needed was with cash flow. Director Wendt went over how this event has impacted our community, that local businesses are doing different things to stay alive during this crisis while making their products available to the community in various fashions. The money that was available through the CARES Act is all gone and not a lot of our businesses were able to respond in time to get the funding when it was available. She also reported on the webinars that have been made available to local businesses as well as utilization of the consultants Chuck Wolfe and Rob Holmund. The ERTF is working on getting access to financial supports, resources to operate a business safely during the COVID-19, tracking economic injury during this time to be able to advocate for local businesses and Del Norte economy, collaborating with Community partners through northern California on behalf of local businesses and encourage community investment into local business. When the stimulus money comes to our community members, it is hoped that those funds will be spent locally to support our businesses. Dr. Rehwaldt was able to join the meeting already in progress and reported to the Council because of the lack of cases here versus down south, the order from the Governor doesn't fit for Del Norte as we haven't seen the same effects of the virus as has been seen down south. The order had to be placed quickly to protect the populous. He advised that not following the order, the consequence would be that our hospital would be completely overwhelmed with patients. The core elements of the order will be those that will continue for a while, and that not doing so would produce a disastrous result. He does expect things to change soon and that they are just waiting for guidelines from the State. As a Public Health Officer, he has to follow the Governor's orders, or he will be removed from office. Council Member Fallman asked Dr. Rehwaldt about the virus' resiliency and what is the danger of mutating and getting stronger; Dr. Rehwaldt stated that there have been several hundred minor mutations but does not affect the virus. In the middle of a pandemic, there is little chance to investigate it. The virus is reasonably stable but does not do well in heat as heat inactivates it. It has a moderate infectious rate and is more infectious than the flu. Since there is no immunity, it is dangerous. Council Member Greenough asked Dr. Rehwaldt if in his opinion the stay at home order has helped flatten the curve statewide; Dr. Rehwaldt agreed that it has. Mayor Pro Tem Kime stated that it seems to be best to have the children exposed to develop immunity since the elderly are the ones who are negatively affected. Dr. Rehwaldt stated that yes, exposure as a child will offer immunity, however, it is not lifelong immunity. Mayor Inscore asked Dr. Rehwaldt what is ahead for us as a community and public gatherings, ie: 4th of July. Dr.

Rehwaladt said he hopes there can be some sort of 4th celebration, but it will look different. Won't be like the one's we've had in the past as it depends on the guidelines we are being given at that time. City Manager Wier reported that the Gill & Ann Hess Foundation has donated \$10k toward the Economic Resiliency Fund to help with the Chuck Wolfe and Rob Holmund expenses. Director Leaver gave an overview, in general terms, what the COVID-19 impacts will have on the General Fund. Sales tax is passed through to the State and disbursed to the City, and TOT is collected by the hotels/BnB's and is passed through to the City. Businesses with less than \$1million in tax can defer 1st quarter payment for 90 days, due July instead of April. Businesses that owe less than \$50k can pay over 12 months, no interest or penalties. This will directly impact the City as we would have received those funds in April. The impact to the City, there is a loss in sales tax revenue due to decline in sales, deferral of remittance, and it is unknown if there will be any federal or state assistance to small cities/counties. TOT makes up 24% of GF revenues and there has been a drastic decline in travel. The likely impact on the City: loss in revenue due to overall decline in travel; Jan-Mar quarter is expected to be lower than usual (budgeted \$200k); April – June quarter expected to be low (budgeted \$400k); Jul-Sept is expected to be low (usually approximately \$600k); and from April and forward, how low the revenues are depend on when the public health order is lifted and whether or not travel gets 'back to normal'. One hotel owner has requested the following: grant January – June TOT to the hotel, defer payment of Jan – Sept TOT until October 31 and allow hotel owner to keep 3% of TOT to cover hotel's cost for taking credit card payments. There are no other cities granting TOT to the hotel, there is an issue with gifting public funds if it was done. If the Council chooses to agree to what is being requested by the hotel owner, an Ordinance would need to be drafted. City Attorney Rice wanted to clarify that the cities she spoke to were ones that were doing something regarding TOT deferral, etc. Anything we do as a relief for this particular time, it will need to be across the board to all, not just the one business who has asked. Taxes are the property of the City already, simply granting them back is a gift of public funds. Business license taxes are set by ordinance. A temporary urgency ordinance will need to be drafted to amend these. Mayor Pro Tem Kime asked City Attorney Rice if it were true that the City of Brookings, Oregon has waived the 3% for the hotels; City Attorney Rice stated that she did not know, however, Oregon does not have the same language in their constitution about gifting of public funds. Mayor Pro Tem Kime asked what Brookings does with their TOT; City Attorney Rice stated that to her knowledge, it does go to their GF and some to tourism fund. Council Member Greenough asked if there was language in our state constitution that requires our hotels to close and not take tenants; it is his opinion that the government should cover that as the hotels closed at the order of the government. City Attorney Rice answered that the City is also suffering from that decision because we get the TOT and rooms are not being rented. Director Leaver stated that regarding credit card fees being deferred, some research will have to be done if the Council wants to go that route.

The following citizen addressed the Council:

Bhanu Patel: asked for his letter to be read into the record and stated that Brookings does allow the credit card fees are returned to the hotels. *City Clerk Patch read Mr. Patel's letter into the record which outlined his request as mentioned previously in Finance Director Leaver's report to the Council.*

Mayor Inscore stated that he has never had the credit card fee was never separate from the bill for the hotel room, it was all one transaction. Director Leaver explained that the merchant who is using the credit card machine has to pay a fee to the credit card processor. It is typically some combination of a flat fee per transaction plus a percentage of whatever the total bill is.

The following citizen addressed the Council:

Bhanu Patel: spoke about TOT breakdown.

Director Leaver said that the gift of public funds will need to be discussed further as the TOT is paid by the guest to the City, not that the hotel is paying as an expense. Council Member Fallman

reiterated that TOT is not paid by the hotel to the City. Council Member Greenough asked why the City is requiring the hotel to pay the extra cost to give us the taxes; City Attorney Rice said it would be permissible to allow hotel owners to include a rebate for the credit card fees. Mayor Inscore stated that the credit card fees are the cost of doing business, the City does not set that fee, the credit card company does. The City does not require any company to take credit cards, it's a business owners' decision. Because there is such a variance in what the credit card fees are, retailers often say you will pay more by paying via credit card because they have to bear that cost. The credit card companies are the one that set those fees, it has nothing to do with the City. Mayor Pro Tem Kime spoke about Mr. Patel should be able to use his credit card to pay the TOT. Mayor Inscore thought that was a good discussion to have. Mayor Pro Tem Kime stated that she is in favor of allowing Mr. Patel to be able to defer, but no opinion on how long to defer. We have to pay police officers and have a fire department and 50% of our funds come from TOT and sales tax. Mayor Inscore suggested a deferral program for quarters three and for of 19/20 FY to be deferred until October 2020 and on an initial basis, the payments not to begin until the first quarter of 20/21 FY since that is the largest opportunity our hoteliers have to generate revenue is the July-Aug-Sept timeframe. There will need to be a clear payment plan established for regular payments from the business owner and the deferral is contingent upon them remaining current in their payments, if they do not stay current, the entire back amount is payable in full. Mayor Pro Tem Kime concurred with Mayor Inscore's outline. Council Member Greenough stated he wanted to make sure everyone who is affected by the shut down is included such as Bed and Breakfasts, hotels, RV parks for equity sake. City Manager Wier asked for clarification from City Attorney Rice that TOT and late fees being set by ordinance that this will need to come back to the Council in an urgency ordinance; Attorney Rice answered in the affirmative. City Manager Wier asked the Council for clear direction is it the intention of the Council that there needs to be demonstration that they need deferral, the deferral would be the last two quarters of this Fiscal Year of January through June, repayments can start October 1st, repayment plan would be equal payments over 12 month period, current on all TOT after January 1st and stay current on deferral payments. Mayor Pro Tem Kime said this needs to be revisited in June especially if we are not open for business. City Attorney Rice said that the July-August-September taxes aren't due until October 31st so we have time beforehand to take some further action. Council Member Greenough asked what the proof of financial need looks like; City Attorney Rice by way of adopting the urgency ordinance to defer payments the City Council would already be making that determination as this will be across the board and anyone that wants to take advantage of it, can. Finance Director Leaver asked for clarification, the Council wants there to be no interest and no penalties; Council Members agreed. Mayor Inscore said if we're going to say this is the cost of doing business, then we need to bear this cost as well. The next Council meeting will be a week from today which will be April 27th and the urgency ordinance will come before the Council then. Mayor Inscore asked for staff to research the matter of paying the TOT with a credit card and to come back to the Council, the Council was in consensus.

The following citizen addressed the Council:

Bhanu Patel: thanked the Council for consideration and said he is still employing his staff and has 10% occupancy as they only accept essential workers.

Mayor Inscore said since we've not had any requests for the business license renewal fees, there is no urgent need and recommends staff brings it back on May 4th. The Council was in consensus to push this to May 4th. City Manager Wier stated that these things will have financial impact to the City as well and staff will be prepared to bring more information on this matter at the next meeting on the 27th as well as on the 4th.

14. RFP for the Purchase and Development of Two Vacant City-Owned Properties Adjacent to Second and C Streets

- *Recommendation: Hear staff report*

- *Receive public comment*
- *Authorize the City Manager to advertise the Request for Proposals to develop two City-owned properties located adjacent to Second and C Streets.*

City Manager Wier gave a history of the Sause property which used to be a lumber company owned by the Sause family. Several years ago, the family donated the property to the City. Presently, it is the desire of staff to have this property developed into something that is a revenue generator for the City. This property has gone through the proper channels and there was no interest from other agencies or non-profits to develop the property. This could be an ideal time to have these parcels developed as the Front Street project will be going on and roads will already be closed. Council Member Fallman asked how broad the audience would be for the RFP; City Manager Wier stated that there will be local contractors that are reached out to and others, as long of a reach as we can. City Manager Wier suggested to the Council to create an ad hoc committee for this project. Mayor Inscore stated that these properties are much more developed than just vacant properties. Also appreciates that these lots are not for sale, but for development as this is a much better plan. Mayor Inscore and Council Member Greenough both expressed an interest to be on this ad hoc committee.

On a motion by Council Member Fallman, seconded by Council Member Wright and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City authorized the City Manager to advertise the Request for Proposals to develop two City-owned properties located adjacent to Second and C Streets and to appoint Mayor Inscore and Council Member Greenough to an ad hoc committee for the development of these properties.

15. Letter of Support for Contour Airlines

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Direct staff to prepare a letter of support for the Mayor's signature in support of continuing service with Contour Airlines.*

Mayor Pro Tem Kime reported to the Council stating that the letter is in support of Contour for several reasons. The DOT was the one that opened it up for additional offers, therefore BCRAA wanted to offer support for Contour to continue air service for our community. Continuity is also important for our community. City Manager Wier echoed Mayor Pro Tem Kime's comments and agrees that the route is better for our area. Mayor Inscore stated that Boutique Airlines would have never been able to accommodate the group that came to Crescent City from Japan as their planes are much smaller and only have 8 seats. Mayor Pro Tem Kime stated that contrary to what was suggested by Boutique, it has been proven by seats filled on Contour that this we can in fact support a flight with 12 seats.

The Council was in consensus to have staff prepare a letter of support for the Mayor's signature in support of continuing service with Contour Airlines.

16. USA Flag Kit Donation Program

- *Recommendation: Hear staff report*
- *Receive public comment*
- *Receive direction from City Council to maintain donation program*
- *Adopt Resolution No. 2020-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET*

Chief Griffin wanted to encourage the community in this particular time by having flags displayed at community members home at no charge to them. With the donations that have been offered, he will be able to purchase 312 flag kits. If he receives more requests than kits, he will give

preference to military and senior citizens. He would like to see this program continued. Mayor Inscore would like to prioritize this as our pilot program and have as many flags within the City limits. Appreciates that Sheriff Apperson was reached out to as well as Commander Depee, but would prefer the flags to be within the City limits. Since there are only 312 flag kits, if it were spread throughout the county, it wouldn't have as big of an impact as it would if it were only in the City limits. Mayor Pro Tem Kime asked about some poles that are downtown and if it was a different flag program; City Manager Wier stated he would get back to the Council with more information. Council Member Greenough asked if this was a Boy Scout project, Chief Griffin said those were specifically for businesses downtown. Council Member Greenough – supports this; fosters unity. Council Member Fallman agreed with Mayor Inscore to prioritize the City limits. Appreciates the community mindedness.

David Gearhart: did not have a comment for this item, just wanted to support and encourage the Council and City for the job well done. Offered \$200 for this flag program.

On a motion by Council Member Wright, and seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution No. 2020-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET

Chief Griffin reported that this would allow the program to continue with donations and asked for the Council's consensus to continue the program. *There was unanimous consensus to continue the program.*

CITY COUNCIL ITEMS

- **Legislative Matters – None**
- **City Manager Report and City Council Directives –**
 - **PW Project Updates** – Front Street groundbreaking will happen April 21, 2020 at 4:00 p.m., Mayor Inscore and Council Member Greenough will be in attendance.
- **Reports, Concerns, Referrals, Council travel and training reports –**

Council Member Greenough asks for Dr. Rehwaldt to attend each Council meeting; the Council concurred.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 8:59 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, May 4, 2020 at 6:00 p.m. via virtual meeting through Zoom, Crescent City, CA 95531.

ATTEST:

Robin Patch
City Clerk/Administrative Analyst

Accounts Payable

Checks by Date - Summary by Check Number

User: crawlings
Printed: 4/29/2020 3:09 PM



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	EDDTAX	State of California EDD TAX Auto Pay	04/20/2020	0.00	4,012.47
ACH	FITTAX	FIT Payroll Taxes Auto Pay	04/20/2020	0.00	18,013.99
ACH	PERS2	Public Emp Retirement Sys	04/20/2020	0.00	23,573.26
ACH	EDDTAX	State of California EDD TAX Auto Pay	04/14/2020	0.00	34.95
ACH	FITTAX	FIT Payroll Taxes Auto Pay	04/14/2020	0.00	810.21
436074	ICMARE	ICma Retirement Trust-457	04/14/2020	0.00	2,351.82
436106	EDDGarn	Employment Development Dept ATTN: Wz	04/20/2020	0.00	350.91
436107	CASTATE	CA State Disbursement Unit	04/20/2020	0.00	447.89
436108	NCHEAL	Sydney M Clinton	04/20/2020	0.00	140.00
436109	WAMUTU	Crescent City Employees Association	04/20/2020	0.00	85.00
436110	CCPOLI	Crescent City Police Officer's Association	04/20/2020	0.00	450.00
436111	ICMARE	ICma Retirement Trust-457	04/20/2020	0.00	1,750.56
436112	ZCAJUSTA	ST CA Dept Of Justice	04/20/2020	0.00	96.00
436113	ZCAFRAN2	State Of California	04/20/2020	0.00	279.14
436114	WOOL	Marilyn J Wooley	04/22/2020	0.00	350.00
436115	ATTClts	A T & T	04/16/2020	0.00	104.65
436116	AUTOZONE	Auto Zone	04/16/2020	0.00	9.99
436117	BATTSYS	Battery Systems, Inc.	04/16/2020	0.00	51.43
436118	BLUEST	Blue Star Gas Associates	04/16/2020	0.00	371.18
436119	CURRYE	Brad Coleman Inc	04/16/2020	0.00	64.39
436120	BUDGE	Budge & Mchugh Supply Co., Inc.	04/16/2020	0.00	3,185.66
436121	CCVOLU	C C Volunteer Fire Fighters Assoc.	04/16/2020	0.00	10,000.00
436122	CRENNE	C Renner Petroleum Inc	04/16/2020	0.00	32.67
436123	ZCABUILD	California Building Standards Commission	04/16/2020	0.00	94.50
436124	CHARTEC	Charter Communications	04/16/2020	0.00	336.44
436125	DAILYT	Country Media Inc.	04/16/2020	0.00	683.70
436126	DNCOUN	D N Co Unified School Dst	04/16/2020	0.00	1,211.92
436127	DNCBOS	Del Norte County	04/16/2020	0.00	125.00
436128	ZCACONS	Dept Of Conservation	04/16/2020	0.00	436.11
436129	UB*05046	TIMOTHY DEVEREAUX	04/16/2020	0.00	250.00
436130	EUREKAO	Eureka Oxygen Co.	04/16/2020	0.00	110.69
436131	FASTENAL	Fastenal Company	04/16/2020	0.00	495.03
436132	VERIZO2	Frontier California Inc	04/16/2020	0.00	3,023.06
436133	GALEAWIL	Galea Wildlife Consulting Inc.	04/16/2020	0.00	2,328.00
436134	GRAING	Grainger	04/16/2020	0.00	100.08
436135	GRUBBSK	Kelly Grubbs	04/16/2020	0.00	575.00
436136	HAMWSG	Hambro WSG Inc	04/16/2020	0.00	10,356.01
436137	HARPER	Harvey M. Harper Company	04/16/2020	0.00	271.52
436138	HEMMIN	Hemmingsen Contracting Co Inc	04/16/2020	0.00	530.00
436139	Home Dep	Home Depot Credit Services	04/16/2020	0.00	3,894.99
436140	INFOSEND	Infosend Inc.	04/16/2020	0.00	1,603.10
436141	RECALL	Iron Mountain	04/16/2020	0.00	84.34
436142	LESSCH	Les Schwab Tire Centers of California Inc	04/16/2020	0.00	2,825.75
436143	LINCOL	Lincoln Equipment Inc	04/16/2020	0.00	381.98
436144	THRIFT	Malcolm Kelly Inc.	04/16/2020	0.00	338.51
436145	MISSIO	Mission Linen Supply	04/16/2020	0.00	50.91
436146	MOUNTvie	Mountain View Paving Inc.	04/16/2020	0.00	977.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
436147	101	National Auto Parts Warehouse	04/16/2020	0.00	350.95
436148	UB*04752	KIMBERLY NUNO-GARCIA	04/16/2020	0.00	36.78
436149	OFFICEDE	Office Depot	04/16/2020	0.00	77.49
436150	JACOBS	Operations Management International, Inc.	04/16/2020	0.00	105,576.30
436151	FRANKO	Orca Heating & Refrigeration Inc	04/16/2020	0.00	168.73
436152	OREILLY	O'Reilly Auto Enterprises LLC	04/16/2020	0.00	333.79
436153	MENDES	Pacific Packaging & Supply Co Inc	04/16/2020	0.00	412.89
436154	PACPOW	PacifiCorp	04/16/2020	0.00	35,812.07
436155	POLLARDW	Pollardwater	04/16/2020	0.00	278.78
436156	CCGLAS	Alan Porteous	04/16/2020	0.00	889.85
436157	HASLER	Quadient Inc	04/16/2020	0.00	140.63
436158	ZEESER	Redman Enterprises	04/16/2020	0.00	318.45
436159	DNOFFI	Debra Stover	04/16/2020	0.00	22.62
436160	STOVER	Ward Stover	04/16/2020	0.00	17,924.20
436161	SYTECH	Sytech Solutions	04/16/2020	0.00	7,320.00
436162	UNIVAR	Univar Solutions USA Inc.	04/16/2020	0.00	3,494.61
436163	CALCARDS	US Bank Corporate Pmt Systems	04/16/2020	0.00	3,129.17
436164	WELLSANI	Anita Wells	04/16/2020	0.00	55.50
436165	ADAMSASF	Adams Ashby Group	04/23/2020	0.00	640.00
436166	BERTSC	Bertsch-Oceanview Csd	04/23/2020	0.00	25,519.26
436167	CRENNE	C Renner Petroleum Inc	04/23/2020	0.00	674.71
436168	CHURCH	Churchtree Csd	04/23/2020	0.00	1,437.14
436169	DNCOFL	D N Co Flood Control Dist	04/23/2020	0.00	1,721.52
436170	MISSVS	Virginia Delatorre	04/23/2020	0.00	1,200.00
436171	FASTENAL	Fastenal Company	04/23/2020	0.00	140.77
436172	GRIFFINR	Richard Griffin	04/23/2020	0.00	54.34
436173	LNCURT	L.N. Curtis & Sons	04/23/2020	0.00	1,801.70
436174	LEXISNEX	LexisNexis Risk Data Management Inc	04/23/2020	0.00	150.00
436175	PARKWA	Parkway Feed Inc	04/23/2020	0.00	85.89
436176	RINCONM	Magnolia Rincon	04/23/2020	0.00	135.00
436177	DNOFFI	Debra Stover	04/23/2020	0.00	91.04
Report Total (78 checks):				0.00	307,643.99

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4-11-20 to 4-24-20 Council



User: crawlings
Printed: 4/29/2020 3:05:51 PM

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crawlings , 15:13:55, 04/29/2020

check number	check date	acct 1	description	amount	selected for void
0	4/14/2020	610-000-2188-00000	PR Batch 00111.04.2020 Medicare Employer Portion	0.95	False
0	4/20/2020	610-000-2187-00000	PR Batch 00111.04.2020 ER Contribution	4.57	False
0	4/20/2020	610-000-2187-00000	PR Batch 00111.04.2020 EE Contribution	4.41	False
0	4/20/2020	610-000-2187-00000	PR Batch 00111.04.2020 Survivor Benefit	0.93	False
0	4/14/2020	610-000-2185-00000	PR Batch 00911.04.2020 State Income Tax	34.95	False
0	4/14/2020	610-000-2188-00000	PR Batch 00911.04.2020 Medicare Employee Portion	179.10	False
0	4/14/2020	610-000-2189-00000	PR Batch 00911.04.2020 Federal Income Tax	450.11	False
0	4/14/2020	610-000-2188-00000	PR Batch 00911.04.2020 Medicare Employer Portion	179.10	False
0	4/14/2020	610-000-2188-00000	PR Batch 00111.04.2020 Medicare Employee Portion	0.95	False
0	4/20/2020	610-000-2185-00000	PR Batch 00002.04.2020 State Income Tax	1,818.82	False
0	4/20/2020	610-000-2185-00000	PR Batch 00022.04.2020 State Income Tax	2,193.65	False
0	4/20/2020	610-000-2188-00000	PR Batch 00022.04.2020 Medicare Employer Portion	1,299.26	False
0	4/20/2020	610-000-2188-00000	PR Batch 00002.04.2020 Medicare Employee Portion	788.53	False
0	4/20/2020	610-000-2189-00000	PR Batch 00022.04.2020 Federal Income Tax	7,748.46	False
0	4/20/2020	610-000-2189-00000	PR Batch 00002.04.2020 Federal Income Tax	6,089.95	False
0	4/20/2020	610-000-2188-00000	PR Batch 00022.04.2020 Medicare Employee Portion	1,299.26	False
0	4/20/2020	610-000-2188-00000	PR Batch 00002.04.2020 Medicare Employer Portion	788.53	False
0	4/20/2020	610-000-2187-00000	PR Batch 00022.04.2020 Survivor Benefit	32.96	False
0	4/20/2020	610-000-2187-00000	PR Batch 00002.04.2020 EE Contribution	3,790.23	False
0	4/20/2020	610-000-2187-00000	PR Batch 00002.04.2020 ER Contribution	4,691.89	False
0	4/20/2020	610-000-2187-00000	PR Batch 00022.04.2020 ER Contribution	8,365.92	False
0	4/20/2020	610-000-2187-00000	PR Batch 00002.04.2020 Service Credit Purchase	413.20	False
0	4/20/2020	610-000-2187-00000	PR Batch 00022.04.2020 EE Contribution	6,251.48	False
0	4/20/2020	610-000-2187-00000	PR Batch 00002.04.2020 Survivor Benefit	17.67	False
436074	4/14/2020	610-000-2178-00000	Plan #300878	1,431.43	False
436074	4/14/2020	610-000-2186-00000	Plan #306752	159.55	False
436074	4/14/2020	610-000-2186-00000	Plan #306752	760.84	False
436106	4/20/2020	610-000-2170-00000	PR Batch 00022.04.2020 Wage Garn - EDD	350.91	False
436107	4/20/2020	610-000-2170-00000	PR Batch 00022.04.2020 Child Support-CA %	249.43	False
436107	4/20/2020	610-000-2170-00000	PR Batch 00022.04.2020 Child Support-CA	198.46	False
436108	4/20/2020	001-230-4407-00000	New Hire Screening	80.00	False
436108	4/20/2020	001-240-4407-00000	New Hire Screening	60.00	False
436109	4/20/2020	610-000-2184-00000	PR Batch 00022.04.2020 Misc EE Association Fund	85.00	False

check number	check date	acct 1	description	amount	selected for void
436110	4/20/2020	610-000-2181-00000	PR Batch 00022.04.2020 CCPOA Dues	450.00	False
436111	4/20/2020	610-000-2186-00000	Plan #306752	706.57	False
436111	4/20/2020	610-000-2186-00000	Plan #306752	148.17	False
436111	4/20/2020	610-000-2178-00000	Plan #300878	146.29	False
436111	4/20/2020	610-000-2178-00000	Plan #300878	25.00	False
436111	4/20/2020	610-000-2178-00000	Plan #300878	724.53	False
436112	4/20/2020	001-240-4411-00000	Fingerprinting - Vance	32.00	False
436112	4/20/2020	001-230-4407-00000	Fingerprinting	64.00	False
436113	4/20/2020	610-000-2170-00000	PR Batch 00002.04.2020 Wage Garn-FTB	279.14	False
436114	4/22/2020	001-240-4407-00000	Pre-employment Services	350.00	False
436115	4/16/2020	001-240-4230-00000	DOJ/CLETS line: Mar 2020	104.65	False
436116	4/16/2020	508-508-4390-00000	fluid film protectant/lube	9.99	False
436117	4/16/2020	412-100-4390-00000	battery for Shoreline RV park	51.43	False
436118	4/16/2020	001-230-4220-00000	commercial fuel (ACCT# 02-0009979)	181.87	False
436118	4/16/2020	001-230-4220-00000	commercial fuel (ACCT# 02-0009979)	189.31	False
436119	4/16/2020	001-470-4390-00000	weed eater attachments	64.39	False
436120	4/16/2020	419-371-4390-00000	Pipe and fittings for water mainline extension - Sunrise Ave	3,185.66	False
436121	4/16/2020	001-230-4670-00000	Annual contribution (2nd installment)	10,000.00	False
436122	4/16/2020	001-230-4330-00000	fuel	32.67	False
436123	4/16/2020	001-251-3312-00000	Admin Fees Collected 1-3/2020 Retainer	-10.50	False
436123	4/16/2020	001-251-3312-00000	Admin Fees Collected 1-3/2020	105.00	False
436124	4/16/2020	412-100-4230-00000	Internet Service -04/01/20-04/30/20	149.98	False
436124	4/16/2020	419-371-4230-00000	broadband for security- 03/25/20-04/24/20	84.99	False
436124	4/16/2020	413-352-4230-00000	broadband for security- 04/08/20-05/07/20	101.47	False
436125	4/16/2020	001-113-4430-00000	Summary of Proposed Ord No 820	66.75	False
436125	4/16/2020	413-120-4430-00000	Notice of Public Hearing: Fee Schedule	22.25	False
436125	4/16/2020	419-120-4430-00000	Notice of Public Hearing: Fee Schedule	22.25	False
436125	4/16/2020	001-313-4430-00000	Notice of Public Hearing: Planning Commission	66.75	False
436125	4/16/2020	001-240-4407-00000	Job Posting: Police Officer	45.00	False
436125	4/16/2020	001-480-4407-00000	Job Posting: Aquatics Supervisor	31.60	False
436125	4/16/2020	001-480-4407-00000	Job Posting: Aquatics Supervisor	31.60	False
436125	4/16/2020	001-240-4407-00000	Job Posting: Police Officer	45.00	False
436125	4/16/2020	001-240-4407-00000	Job Posting: Police Officer	45.00	False
436125	4/16/2020	001-480-4407-00000	Job Posting: Aquatics Supervisor	31.60	False
436125	4/16/2020	001-113-4430-00000	Notice of Public Hearing: Ord No 819	146.85	False
436125	4/16/2020	001-113-4430-00000	Notice of Public Hearing: Ord No 817	106.80	False
436125	4/16/2020	001-120-4430-00000	Notice of Public Hearing: Fee Schedule	22.25	False
436126	4/16/2020	001-230-4330-00000	Fuel: Mar 2020	1,211.92	False
436127	4/16/2020	001-113-4450-00000	FY20 Board Chambers rental: 3/16/20	125.00	False
436128	4/16/2020	001-000-2150-00000	Seismic Fees Collected (commercial)	345.76	False
436128	4/16/2020	001-000-2140-00000	Seismic Fees Collected (residential)	90.35	False
436129	4/16/2020	419-000-2110-00000	Refund Check 109940-000, 177 W INDRA ST	250.00	False
436130	4/16/2020	001-230-4450-00000	oxygen tank service	110.69	False

check number	check date	acct 1	description	amount	selected for void
436131	4/16/2020	001-240-4390-00000	gloves	143.73	False
436131	4/16/2020	001-240-4390-00000	gloves	351.30	False
436132	4/16/2020	412-100-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	15.07	False
436132	4/16/2020	001-313-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	12.33	False
436132	4/16/2020	413-352-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	1.88	False
436132	4/16/2020	419-371-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	51.38	False
436132	4/16/2020	419-120-4230-00000	707-464-6517 monthly phone- 03/30/20-04/29/20	17.73	False
436132	4/16/2020	001-470-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.52	False
436132	4/16/2020	001-364-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.78	False
436132	4/16/2020	413-120-4230-00000	707-465-6208 monthly phone- 03/30/20-04/29/20	34.32	False
436132	4/16/2020	001-250-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.28	False
436132	4/16/2020	413-353-4230-00000	707-465-4191Lift Station Phone- 04/01/20-04/30/20	30.42	False
436132	4/16/2020	001-113-4230-00000	City Hall Shared Phone -- 03/30/20-04/29/20	44.54	False
436132	4/16/2020	001-480-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	9.60	False
436132	4/16/2020	001-111-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.90	False
436132	4/16/2020	419-111-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.74	False
436132	4/16/2020	001-111-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.85	False
436132	4/16/2020	001-251-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	1.08	False
436132	4/16/2020	001-480-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.52	False
436132	4/16/2020	001-113-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	2.30	False
436132	4/16/2020	413-352-4230-00000	WWTP phone- 03/30/20-04/29/20	266.39	False
436132	4/16/2020	001-250-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	5.48	False
436132	4/16/2020	001-480-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.50	False
436132	4/16/2020	001-470-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	9.59	False
436132	4/16/2020	001-114-4230-00000	City Hall Shared Phone -- 03/30/20-04/29/20	44.54	False
436132	4/16/2020	413-353-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.74	False
436132	4/16/2020	001-113-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	2.42	False
436132	4/16/2020	001-251-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	19.87	False
436132	4/16/2020	001-313-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.67	False
436132	4/16/2020	420-115-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	2.42	False
436132	4/16/2020	419-120-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	4.32	False
436132	4/16/2020	419-120-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	83.59	False
436132	4/16/2020	419-111-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.79	False
436132	4/16/2020	420-115-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	2.31	False
436132	4/16/2020	412-100-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.78	False
436132	4/16/2020	001-364-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	15.07	False
436132	4/16/2020	419-111-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	14.39	False
436132	4/16/2020	419-371-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	2.66	False
436132	4/16/2020	413-352-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	36.31	False
436132	4/16/2020	413-352-4230-00000	Trt Plt phone line- 03/30/20-04/29/20	186.86	False
436132	4/16/2020	413-120-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	4.85	False
436132	4/16/2020	001-471-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	9.59	False
436132	4/16/2020	419-120-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	4.54	False

check number	check date	acct 1	description	amount	selected for void
436132	4/16/2020	001-251-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	1.03	False
436132	4/16/2020	001-114-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	2.43	False
436132	4/16/2020	413-352-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	1.98	False
436132	4/16/2020	413-120-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	4.61	False
436132	4/16/2020	001-350-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	1.79	False
436132	4/16/2020	001-120-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	4.79	False
436132	4/16/2020	001-350-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	1.70	False
436132	4/16/2020	420-115-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	44.53	False
436132	4/16/2020	413-353-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	14.39	False
436132	4/16/2020	419-371-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	2.80	False
436132	4/16/2020	413-111-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	13.02	False
436132	4/16/2020	001-471-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.52	False
436132	4/16/2020	001-471-4230-00000	Cult Cntr Elev Alrm 707-464-4582- 03/30/20-04/29/20	66.11	False
436132	4/16/2020	413-353-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.78	False
436132	4/16/2020	413-120-4230-00000	707-464-6517 monthly phone- 03/30/20-04/29/20	17.73	False
436132	4/16/2020	412-100-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.82	False
436132	4/16/2020	001-313-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.64	False
436132	4/16/2020	001-114-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	2.31	False
436132	4/16/2020	001-120-4230-00000	City Hall Shared Phone -- 03/30/20-04/29/20	92.49	False
436132	4/16/2020	001-350-4230-00000	707-464-9506 monthly phone- 03/30/20-04/29/20	139.66	False
436132	4/16/2020	413-352-4230-00000	707-464-7023 monthly phone- 03/30/20-04/29/20	68.63	False
436132	4/16/2020	419-120-4230-00000	707-465-6208 monthly phone- 03/30/20-04/29/20	34.31	False
436132	4/16/2020	001-240-4230-00000	707-464-2133 monthly phone- 03/30/20-04/29/20	165.71	False
436132	4/16/2020	001-480-4230-00000	Pool Phone 465-5761 -- 03/30/20-04/29/20	129.45	False
436132	4/16/2020	412-100-4230-00000	Monthly Phone Bill- 03/30/20-04/29/20	127.16	False
436132	4/16/2020	001-120-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	5.03	False
436132	4/16/2020	001-250-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.30	False
436132	4/16/2020	001-471-4230-00000	707-465-3914 monthly phone- 03/30/20-04/29/20	73.77	False
436132	4/16/2020	413-120-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	89.07	False
436132	4/16/2020	413-111-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.68	False
436132	4/16/2020	001-471-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.49	False
436132	4/16/2020	413-352-4230-00000	Treatment Plant Phone: 465-3054- 03/30/20-04/29/20	438.83	False
436132	4/16/2020	001-230-4230-00000	707-464-9113 monthly phone- 03/30/20-04/29/20	34.49	False
436132	4/16/2020	413-351-4230-00000	Lab phone 464-5416- 03/30/20-04/29/20	118.83	False
436132	4/16/2020	001-470-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.50	False
436132	4/16/2020	001-364-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.82	False
436132	4/16/2020	001-480-4230-00000	707-464-6940 monthly phone- 03/30/20-04/29/20	61.51	False
436132	4/16/2020	001-111-4230-00000	City Hall Shared Phone -- 03/30/20-04/29/20	16.44	False
436132	4/16/2020	413-111-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.70	False
436132	4/16/2020	508-508-4230-00000	707-464-9565 monthly phone- 03/30/20-04/29/20	113.61	False
436132	4/16/2020	001-350-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	32.89	False
436133	4/16/2020	152-485-4409-1721a	Wetland Delineation for Storm Drain Project	2,328.00	False
436134	4/16/2020	001-480-4390-00000	transmitter- SS pdr coated	100.08	False

check number	check date	acct 1	description	amount	selected for void
436135	4/16/2020	001-000-2230-00000	CC Deposit Refund: 2/1-2/2/20 Event	575.00	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	1,673.28	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	1,678.21	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	189.08	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	1,658.45	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	1,653.50	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	202.67	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	1,633.73	False
436136	4/16/2020	413-000-1202-00000	Sludge hauling for WWTP	1,667.09	False
436137	4/16/2020	001-230-4391-00000	rear lamp asy and bulbs #5102 BC Rig	271.52	False
436138	4/16/2020	419-372-4390-00000	excavator rental	530.00	False
436139	4/16/2020	001-480-4390-00000	canvas drop cloth	13.12	False
436139	4/16/2020	413-353-4390-00000	totes	16.13	False
436139	4/16/2020	508-508-4390-00000	galv plumbing parts	3.73	False
436139	4/16/2020	508-508-4390-00000	vinyl tubing	5.62	False
436139	4/16/2020	001-480-4390-00000	brushes; pail liners	32.63	False
436139	4/16/2020	001-470-4390-00000	wthrproofer stain/paint for kid town	340.99	False
436139	4/16/2020	412-100-4390-00000	PLC 13W	15.59	False
436139	4/16/2020	412-100-4390-00000	RETURN: PLC 13	-15.59	False
436139	4/16/2020	508-508-4390-00000	batteries; circular saw tool	288.10	False
436139	4/16/2020	506-506-4390-00000	face shields; multi purpose sprayers	79.08	False
436139	4/16/2020	412-100-4390-00000	white spray paint	8.56	False
436139	4/16/2020	001-471-4390-00000	mouse traps and attractant	10.69	False
436139	4/16/2020	001-480-4390-00000	lacquer thinner; flat brush; painters tape	54.43	False
436139	4/16/2020	412-100-4390-00000	valve boxes; wire	111.93	False
436139	4/16/2020	412-100-4390-00000	conduit	4.13	False
436139	4/16/2020	506-506-4390-00000	clorox wipes	5.89	False
436139	4/16/2020	001-470-4370-00000	simple green; water for parks shed	23.90	False
436139	4/16/2020	508-508-4390-00000	composite 10x3 in	23.63	False
436139	4/16/2020	001-240-4390-00000	lifeproof flooring	468.30	False
436139	4/16/2020	419-371-4390-00000	refrigeration coil	30.35	False
436139	4/16/2020	413-353-4390-00000	aluminum scoop; push button handle; anvil adapter	123.94	False
436139	4/16/2020	412-100-4390-00000	shop towels; sprayer; odoban; clorox bleach	90.33	False
436139	4/16/2020	001-240-4390-00000	shop towels; bleach; odoban; spackling; rollers; brushes	89.11	False
436139	4/16/2020	419-371-4390-00000	ridgid filters	36.49	False
436139	4/16/2020	506-506-4390-00000	bleach	10.11	False
436139	4/16/2020	001-240-4390-00000	rubber mallet; lifeproof flooring	391.40	False
436139	4/16/2020	419-371-4390-00000	shipping tote	6.82	False
436139	4/16/2020	001-240-4390-00000	floor scraper; knee pads; spacers; blades; tapping blocks	169.69	False
436139	4/16/2020	001-480-4390-00000	brushes	3.48	False
436139	4/16/2020	001-470-4390-00000	wthrproofer stain/paint for kid town	340.99	False
436139	4/16/2020	001-470-4390-00000	HDX 1 gallon sprayer	48.78	False
436139	4/16/2020	001-240-4390-00000	crdls rd wht vinyl cut	30.75	False

check number	check date	acct 1	description	amount	selected for void
436139	4/16/2020	001-470-4390-00000	wthrproofer stain/paint for kid town	306.59	False
436139	4/16/2020	419-371-4390-00000	water	4.58	False
436139	4/16/2020	001-470-4390-00000	RETURN: stain/paint for kid town	-136.10	False
436139	4/16/2020	001-470-4390-00000	wthrproofer stain/paint for kid town	170.50	False
436139	4/16/2020	001-470-4390-00000	wthrproofer stain/paint for kid town	363.68	False
436139	4/16/2020	001-470-4390-00000	sakrete concrete mix	7.10	False
436139	4/16/2020	001-470-4390-00000	paint sprayer cleaner	10.72	False
436139	4/16/2020	001-470-4390-00000	wthrproofer stain/paint for kid town	175.08	False
436139	4/16/2020	419-371-4390-00000	rope	21.49	False
436139	4/16/2020	001-240-4390-00000	joist hanger; dbl shear hanger	6.22	False
436139	4/16/2020	506-506-4390-00000	titanium bit set; masonry set	48.31	False
436139	4/16/2020	001-364-4390-10025	silver bullet hose	53.72	False
436140	4/16/2020	413-120-4240-00000	FY20 UB mailing service: Mar 2020	801.55	False
436140	4/16/2020	419-120-4240-00000	FY20 UB mailing service: Mar 2020	801.55	False
436141	4/16/2020	001-113-4450-00000	Document shredding service: 02/26/20-03/24/20	84.34	False
436142	4/16/2020	001-230-4391-00000	New tires for 5102 BC Rig	989.87	False
436142	4/16/2020	001-230-4391-00000	single tire #5102	427.98	False
436142	4/16/2020	001-240-4391-00000	tires #58	418.03	False
436142	4/16/2020	001-230-4391-00000	New tires for 5100	989.87	False
436143	4/16/2020	001-480-4390-00000	burners for pool	381.98	False
436144	4/16/2020	001-480-4390-00000	plumbing parts	78.79	False
436144	4/16/2020	419-371-4390-00000	plumbing parts	230.30	False
436144	4/16/2020	419-371-4390-00000	galv plumbing parts	29.42	False
436145	4/16/2020	508-508-4320-00000	Uniforms	13.81	False
436145	4/16/2020	413-351-4320-00000	Uniforms	13.81	False
436145	4/16/2020	413-353-4320-00000	Uniforms	23.29	False
436146	4/16/2020	001-364-4390-10025	cold mix for stock	325.67	False
436146	4/16/2020	419-371-4390-00000	cold mix for stock	325.66	False
436146	4/16/2020	413-353-4390-00000	cold mix for stock	325.67	False
436147	4/16/2020	001-240-4391-00000	front/rear rotors and brakes #59	277.16	False
436147	4/16/2020	508-508-4390-60001	fuel & oil filters	22.70	False
436147	4/16/2020	001-230-4391-00000	oil filter and fuel/water separator	51.09	False
436148	4/16/2020	419-000-2110-00000	Refund Check	36.78	False
436150	4/16/2020	413-352-4409-00000	WWTP Operations: Apr 2020	120,191.50	False
436150	4/16/2020	413-000-1202-00000	WWTP Operations: Apr 2020 (reimbursement)	-14,615.20	False
436151	4/16/2020	001-240-4390-00000	air filters	168.73	False
436152	4/16/2020	508-508-4390-00000	micro-v belt for #8	38.40	False
436152	4/16/2020	508-508-4390-00000	coolant hose for #8	58.51	False
436152	4/16/2020	508-508-4390-00000	1 gal antifreeze	83.79	False
436152	4/16/2020	001-230-4391-00000	sealed beam #5111	5.94	False
436152	4/16/2020	508-508-4390-00000	water pump #8	140.86	False
436152	4/16/2020	001-240-4391-00000	mini bulb	6.29	False
436153	4/16/2020	001-230-4370-00000	janitorial supplies	95.48	False

check number	check date	acct 1	description	amount	selected for void
436153	4/16/2020	001-470-4370-00000	Janitorial Supplies- City-Wide	142.83	False
436153	4/16/2020	413-120-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	508-508-4370-00000	Janitorial Supplies- City-Wide	15.87	False
436153	4/16/2020	001-350-4370-00000	Janitorial Supplies- City-Wide	36.18	False
436153	4/16/2020	001-251-4370-00000	Janitorial Supplies- City-Wide	0.63	False
436153	4/16/2020	001-111-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	001-230-4370-00000	Janitorial Supplies- City-Wide	12.70	False
436153	4/16/2020	412-100-4370-00000	Janitorial Supplies- City-Wide	12.70	False
436153	4/16/2020	419-120-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	001-313-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	001-113-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	413-352-4370-00000	Janitorial Supplies- City-Wide	12.70	False
436153	4/16/2020	001-114-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	420-115-4370-00000	Janitorial Supplies- City-Wide	1.27	False
436153	4/16/2020	001-240-4370-00000	Janitorial Supplies- City-Wide	12.70	False
436153	4/16/2020	001-120-4370-00000	Janitorial Supplies- City-Wide	5.08	False
436153	4/16/2020	001-480-4370-00000	Janitorial Supplies- City-Wide	31.74	False
436153	4/16/2020	001-471-4370-00000	Janitorial Supplies- City-Wide	12.69	False
436154	4/16/2020	419-120-4210-00000	Electricity FY20: 02/28/20-03/27/20	108.39	False
436154	4/16/2020	413-353-4210-35019	Electricity FY20: 02/28/20-03/27/20	357.59	False
436154	4/16/2020	001-114-4210-00000	Electricity FY20: 02/28/20-03/27/20	57.75	False
436154	4/16/2020	001-120-4210-00000	Electricity FY20: 02/28/20-03/27/20	119.92	False
436154	4/16/2020	413-351-4210-00000	Electricity FY20: 02/28/20-03/27/20	703.38	False
436154	4/16/2020	001-364-4210-10023	Electricity FY20: 02/28/20-03/27/20	4,863.87	False
436154	4/16/2020	001-111-4210-00000	Electricity FY20: 02/28/20-03/27/20	21.32	False
436154	4/16/2020	001-350-4210-00000	Electricity FY20: 02/28/20-03/27/20	42.64	False
436154	4/16/2020	001-313-4210-00000	Electricity FY20: 02/28/20-03/27/20	15.99	False
436154	4/16/2020	413-353-4210-00000	Electricity FY20: 02/28/20-03/27/20	32.54	False
436154	4/16/2020	001-471-4210-00000	Electricity FY20: 02/28/20-03/27/20	3,492.10	False
436154	4/16/2020	413-111-4210-00000	Electricity FY20: 02/28/20-03/27/20	16.88	False
436154	4/16/2020	001-480-4210-00000	Electricity FY20: 02/28/20-03/27/20	3,208.48	False
436154	4/16/2020	001-230-4210-00000	Electricity FY20: 02/28/20-03/27/20	465.20	False
436154	4/16/2020	419-371-4210-00000	Electricity FY20: 02/28/20-03/27/20	14,832.38	False
436154	4/16/2020	413-352-4210-00000	Electricity FY20: 02/28/20-03/27/20	47.09	False
436154	4/16/2020	419-111-4210-00000	Electricity FY20: 02/28/20-03/27/20	18.66	False
436154	4/16/2020	413-120-4210-00000	Electricity FY20: 02/28/20-03/27/20	115.50	False
436154	4/16/2020	001-251-4210-00000	Electricity FY20: 02/28/20-03/27/20	25.76	False
436154	4/16/2020	001-470-4210-00000	Electricity FY20: 02/28/20-03/27/20	832.58	False
436154	4/16/2020	412-100-4210-00000	Electricity FY20: 02/28/20-03/27/20	4,207.89	False
436154	4/16/2020	001-113-4210-00000	Electricity FY20: 02/28/20-03/27/20	57.75	False
436154	4/16/2020	420-115-4210-00000	Electricity FY20: 02/28/20-03/27/20	57.75	False
436154	4/16/2020	508-508-4210-00000	Electricity FY20: 02/28/20-03/27/20	1,269.25	False
436154	4/16/2020	001-240-4210-00000	Electricity FY20: 02/28/20-03/27/20	557.39	False

check number	check date	acct 1	description	amount	selected for void
436154	4/16/2020	001-250-4210-00000	Electricity FY20: 02/28/20-03/27/20	7.11	False
436155	4/16/2020	419-371-4450-00000	line trcr repair	278.78	False
436156	4/16/2020	001-480-4450-00000	window seal repair	257.20	False
436156	4/16/2020	506-506-4450-00000	closer repair for City Hall door	632.65	False
436157	4/16/2020	001-120-4240-00000	Postage machine rental/maint: 05/01/20-07/31/20	70.31	False
436157	4/16/2020	419-120-4240-00000	Postage machine rental/maint: 05/01/20-07/31/20	35.16	False
436157	4/16/2020	413-120-4240-00000	Postage machine rental/maint: 05/01/20-07/31/20	35.16	False
436158	4/16/2020	508-508-4390-00000	first aid supplies	53.08	False
436158	4/16/2020	413-353-4390-00000	first aid supplies	53.07	False
436158	4/16/2020	001-364-4390-10025	first aid supplies	53.07	False
436158	4/16/2020	001-470-4390-00000	first aid supplies	53.08	False
436158	4/16/2020	506-506-4390-00000	first aid supplies	53.08	False
436158	4/16/2020	419-371-4390-00000	first aid supplies	53.07	False
436159	4/16/2020	001-350-4310-00000	forms box for outside office for closure	7.54	False
436159	4/16/2020	001-251-4310-00000	forms box for outside office for closure	7.54	False
436159	4/16/2020	001-313-4310-00000	forms box for outside office for closure	7.54	False
436160	4/16/2020	419-371-4409-00000	Create water model of City's water dist system: Mar 2020	6,878.08	False
436160	4/16/2020	901-364-4799-00111	Right of way acquisition for Multi-Use: Mar 2020	11,046.12	False
436161	4/16/2020	001-113-4450-00000	Doc Mgmt System: July 2017 - June 2020	7,320.00	False
436162	4/16/2020	413-000-1202-00000	Sodium hypo delivery to WWTP	3,494.61	False
436163	4/16/2020	413-351-4390-00000	HANNA INSTRUMENTS: chlorine checkers; set & caps	113.37	False
436163	4/16/2020	001-114-4530-00000	MARRIOTT: OSHA 502 Trng: hotel, K.Smith, 2/23-27/20	634.80	False
436163	4/16/2020	001-114-4390-00000	AMAZON: test solution for fit testing	137.64	False
436163	4/16/2020	001-313-4530-00000	HYATT REG: Planning Com Academy: hotel/parking R.Walp, 3/3-7/20	954.87	False
436163	4/16/2020	001-313-4530-00000	CHEVRON: Planning Comm Academy: gas J.Wendt, 3/3-7/	108.63	False
436163	4/16/2020	001-313-4530-00000	HYATT REGENCY: Planning Comm Academy: hotel/park J.Wendt, 3/3-7/	954.87	False
436163	4/16/2020	419-371-4240-00000	MAIL ROOM: postage for meter repair shipping	31.83	False
436163	4/16/2020	001-114-4390-00000	AMAZON: test solution for fit testing	71.50	False
436163	4/16/2020	001-114-4530-00000	SHELL/CHEVRON/LOVES: OSHA 502 Trng: gas, K.Smith, 2/23-27/20	121.66	False
436164	4/16/2020	001-000-3321-00000	REFUND: Shoreline TOT	55.50	False
436165	4/23/2020	919-371-4799-37101	Labor compliance for Elevated Tank	640.00	False
436166	4/23/2020	419-372-3821-41028	BOV Water Maintenance: JAN 2020	7,537.52	False
436166	4/23/2020	419-372-3821-41028	BOV Water Maintenance: FEB 2020	7,861.58	False
436166	4/23/2020	419-372-3821-41028	BOV Water Connections Admin Fee: FEB 2020	-36.00	False
436166	4/23/2020	419-000-2115-00000	BOV Water Connections: FEB 2020	1,440.00	False
436166	4/23/2020	419-372-3821-41028	BOV Water Connections Admin Fee: MAR 2020	-72.00	False
436166	4/23/2020	419-372-3821-41028	BOV Water Maintenance: MAR 2020	5,908.16	False
436166	4/23/2020	419-000-2115-00000	BOV Water Connections: MAR 2020	2,880.00	False
436167	4/23/2020	001-240-4330-00000	Fuel for patrol cars	85.15	False
436167	4/23/2020	001-240-4330-00000	Fuel for patrol cars	589.56	False
436168	4/23/2020	419-372-3822-41029	Water Maintenance: MAR 2020	478.21	False
436168	4/23/2020	419-372-3822-41029	Water Maintenance: FEB 2020	503.95	False
436168	4/23/2020	419-372-3822-41029	Water Maintenance: JAN 2020	454.98	False

check number	check date	acct 1	description	amount	selected for void
436169	4/23/2020	419-372-3823-41030	Water Maintenance: JAN 2020	634.36	False
436169	4/23/2020	419-372-3823-41030	Water Maintenance: FEB 2020	577.45	False
436169	4/23/2020	419-372-3823-41030	Water Maintenance: MAR 2020	509.71	False
436170	4/23/2020	412-100-4450-00000	Cleaning service: 4/7-4/18/20 (extra cleaning for COVID19)	360.00	False
436170	4/23/2020	412-100-4450-00000	Cleaning service: 3/22/19-4/18/20	840.00	False
436171	4/23/2020	001-230-4390-00000	bitrex solution	70.38	False
436171	4/23/2020	001-240-4390-00000	bitrex solution	70.39	False
436172	4/23/2020	001-240-4390-00000	Reimbursement: Radio Repairs and supplies for station	54.34	False
436173	4/23/2020	001-230-4395-00000	four sets of boots	1,801.70	False
436174	4/23/2020	001-240-4409-00000	monthly service fee: Mar 2020	150.00	False
436175	4/23/2020	001-240-4380-00000	Dog food for K9's	85.89	False
436176	4/23/2020	001-240-4320-00000	Reimbursement: uniform alterations	135.00	False
436177	4/23/2020	001-240-4310-00000	DVD+R 50 pk	91.04	False
				307,125.10	

AP

4-11-20 to 4-24-20 Housing

User: crawlings
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crawlings , 15:14:10, 04/29/2020

check number	check date	acct 1	description	amount	selected for void
436132	4/16/2020	110-490-4230-00000	707 465-4405 downstairs fax- 03/30/20-04/29/20	0.59	False
436132	4/16/2020	110-490-4230-00000	City Hall Shared Phone-- 03/30/20-04/29/20	10.97	False
436132	4/16/2020	110-490-4230-00000	707 465-1719 upstairs fax- 03/30/20-04/29/20	0.57	False
436132	4/16/2020	110-490-4230-00000	707-464-9216 montly phone- 03/30/20-04/29/20	139.66	False
436149	4/16/2020	110-490-4310-00000	office supplies: envelopes	15.83	False
436149	4/16/2020	110-490-4310-00000	office supplies: outdoor holder	61.66	False
436153	4/16/2020	110-490-4370-00000	Janitorial Supplies- City-Wide	12.70	False
436154	4/16/2020	110-490-4210-00000	Electricity FY20: 02/28/20-03/27/20	276.91	False
				<hr/>	
				<hr/>	
				518.89	
				<hr/>	
				<hr/>	

CITY OF CRESCENT CITY
BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE
PAYROLL PAID DATE
CHECK NUMBERS

April 25, 2020
May 1, 2020
110114-110117

	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	2,109.84		2,109.84	5	
Dept #111 Admin/ City Manager	10,976.02	327.07	11,303.09	3	
Dept #114 Human Resources	2,185.02	81.94	2,266.96	1	
Dept #120 Finance/Utility Billing	15,211.60		15,211.60	6	
Dept #230 Fire Department	7,537.10		7,537.10	2 + 2 part-time	
Dept #240 Police Department	33,067.99	3,511.66	36,579.65	12	
Dept #313 Planning			1,376.50	1 Part-time	
Dept #350 Public Works-All Depts	53,759.03	700.91	54,459.94	23+ 5 Part-time	
Dept #450 Recreation & Events			2,814.25	1 + 1 Part-time	
Dept #480 Swimming Pool Fund	1,591.43		1,591.43	1+17 Part-time	
Dept #490 Housing Authority	8,357.49		8,357.49	3 + 1 Part-time	
TOTALS	134,795.52	4,621.58	143,607.85	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

BY: LINDA LEAVER, FINANCE DIRECTOR

DATE: MAY 11, 2020

SUBJECT: QUARTERLY CASH AND INVESTMENTS REPORT AS OF MARCH 31, 2020

RECOMMENDATION

- Receive and file quarterly cash and investments report as of March 31, 2020

BACKGROUND

California Government Code Section 53600 requires timely reporting of local agency investment transactions and portfolio to the agency's legislative body. The Government Finance Officers Association's (GFOA) best practice recommendation is for local agencies to periodically report cash and investments to the governing body. Per the City of Crescent City Investment Policy (last adopted on January 6, 2020), the City Treasurer shall provide the City Council and City Manager an investment report at least quarterly and within 30 days of the quarter end. This is that report for the quarter ending March 31, 2020.

ITEM ANALYSIS

Below is a summary of the City's cash and investments as of March 31, 2020 (general ledger balances). These totals do not include fiduciary funds that are held by other entities (e.g. trust account held by PARS for the City's OPEB liability).

Account		Balance
Petty Cash		1,300
Bank Accounts		
US Bank Main	749,644	
US Bank Payroll	-	
US Bank Savings (CDBG Program Income)	13,417	
US Bank Housing Authority	135,795	
US Bank Sewer Fund Capital Reserve	59,117	
US Bank Water Fund Debt Service Reserve	350,237	1,308,210
Investment (Pooled Funds)		
Local Agency Investment Fund (at FMV)		12,702,908
Total Cash and Investments		14,012,418

- **Cash**

- **Petty Cash**

The City maintains petty cash in various departments for change drawers and incidental purchases.

Location/Purpose	Amount
Administration - Petty Cash	300
Swimming Pool - Change Drawer	150
RV Park - Change Drawer	350
Utility Billing - Change Drawers	500
Total	1,300

- **Bank Accounts**

Amounts listed are general ledger amounts and reflect activity through March 31, 2020. These amounts include checks that have been written but not yet presented to the bank (outstanding checks) and deposits that have been made but not yet recorded by the bank (deposits in transit). The general ledger balance reflects the City's balances more accurately than does the bank statement of the same date.

- US Bank Main – This is the City's checking account. All cash receipts and accounts payable are processed through this account. Balances fluctuate based on activity and cash flow needs. When excess funds accumulate, they are transferred to LAIF. When additional funds are required to meet immediate needs, they are transferred from LAIF into the main checking account.
 - US Bank Payroll – This is a Zero Balance Account (ZBA). When payroll expenditures (direct deposits, checks, and wire transfers) are

presented to the bank, the amount of the expenditure is automatically transferred from the main checking account into the payroll account.

- US Bank Savings (CDBG Program Income) – The California Department of Housing and Community Development (HCD), which administers our Community Development Block Grant (CDBG) strongly suggests using a separate, interest-bearing bank account for Program Income. Interest earned on Program Income is also qualified as Program Income.
- US Bank Housing Authority – This account is used to receive funding from the Federal Department of Housing and Urban Development (HUD). Housing Assistance Payments are made from this account. The amount allowed by HUD for administrative costs is periodically transferred into the City’s main checking account and allocated for costs within the Housing Authority Fund.
- US Bank Sewer Fund Capital Reserve – This account was required under the terms of the State Revolving Fund loan. Over a period of 10 years, the City was required to set aside \$2,187,700 as a capital reserve. The balance in this account represents the first three years’ contributions plus interest. In October 2017, the City successfully negotiated a contract amendment to the SRF loan, removing the Capital Reserve Requirement. The majority of funds previously held in this account were transferred to the Sewer Fund for an authorized project (\$600,000 for mem pulse). The remaining balance is held until needed for a project.
- US Bank Water Fund Debt Service Reserve – This account is required under the terms of the Safe Drinking Water loan. The funds will only be available to make the debt service payment should the Water Fund be unable to make payments from its operating account. The debt service reserve will be held in this account until the loan is paid off in 2024. The balance in this account is one year’s debt service plus interest.

○ **Pooled Cash**

With the exception of restricted bank accounts (US Bank Savings, US Bank Housing Authority, US Bank Sewer Fund Capital Reserve, and US Bank Water Fund Debt Service Reserve), the City’s cash and investment resources are pooled. The pooling of cash and investments provides several advantages, including better physical custody and control, enhanced investment opportunities, and ease of operations. It also simplifies custody, collection, and disbursements.

It is important to note that the City’s pooled resources include fiduciary, grant, and capital project funds as well as the City’s major operating funds. The cash

and investment totals represent balances as of a specific date and do not necessarily represent amounts available for future appropriations.

- **Investments**

- **Local Agency Investment Fund (LAIF)**

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 and managed by the Treasurer of the State of California. Cash is pooled with cash from state-wide local agencies and invested. Each agency has its own account within the pool. Each participating agency has a maximum account limit of \$75 million, with no minimum balance, and is permitted to make up to 15 transactions per month. Investments in LAIF are available upon demand, although 24-hour notice is required for withdrawals of \$10 million or more. More information about LAIF can be found at their website: <http://www.treasurer.ca.gov/pmia-laif/laif.asp>.

- **Current Investment Portfolio**

The City's investment portfolio at this time is 100% in LAIF.

- **Individual Transactions During Quarter**

LAIF Transactions			
1/15/2020	Deposit	66,907	Interest earned Oct - Dec 2019
2/25/2020	Deposit	400,000	Transfer accumulated cash to LAIF
3/3/2020	Deposit	300,000	Transfer accumulated cash to LAIF

- **Individual Securities Held**

N/A

- **Realized and Unrealized Gains/Losses and Market Value**

Although the City does not hold any securities with a maturity over one year, the City does recognize a Fair Market Value (FMV) adjustment for its investment in LAIF, consistent with GASB 72. The FMV adjustment is calculated quarterly, and the adjustment as of March 31, 2020 was an unrealized gain of \$94,325.01. There is no actual (realized) gain or loss unless or until the portfolio is sold.

- **Return on Investments**

The quarterly earnings rate in LAIF as of March 31, 2020 was 1.89%. Crescent City's Investment Policy specifies the two-year Treasury note as a benchmark, to be used for reference purposes only. The daily treasury yield for two-year notes on March 31, 2020 was 0.23%.

LAIF administrative cost as of March 31, 2020 is 0.36% of earnings. By law, LAIF administrative costs may not exceed 5% of the quarterly earnings of the fund, unless the 13-week Daily Treasury Bill on the last day of the fiscal year is below 1%, in which case administrative costs may not exceed 8% of quarterly earnings for the subsequent fiscal year.

- **Percentage of Portfolio**

- 100% LAIF

- **Compliance Statement**

The City's investment portfolio as of March 31, 2020 is in compliance with the City's Investment Policy and is meeting the policy objectives of (1) safety, (2) liquidity, and (3) yield.

FISCAL ANALYSIS

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

STRATEGIC PLAN ASSESSMENT

This report is consistent with Strategic Plan Goal 3(B) to "Maintain responsible fiscal management and accountability."

ATTACHMENTS

1. None

Staff review:



CM

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

DATE: MAY 11, 2020

**SUBJECT: GRANT ACCEPTANCE AND BUDGET AMENDMENT FOR
ADDITIONAL ECONOMIC DEVELOPMENT SUPPORT TO ASSIST
WITH COVID-19 EMERGENCY**

RECOMMENDATION

- Authorize the City Manager to accept a grant from the Wild Rivers Community Foundation in the amount of \$10,000 for Economic Development Support to assist with the COVID-19 emergency
- Adopt Resolution No. 2020-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-2020 BUDGET

BACKGROUND / ANALYSIS

At the March 27th Special Council Meeting, the City Council authorized the City Manager to execute contracts with Malex Consulting and Claggett Wolfe Associates to assist the Del Norte County Emergency Operations Center (EOC) Economic Resiliency Task Force (ERTF). The ERTF is providing local businesses with information, resources, and technical support to address the financial impacts of COVID-19 and the public health orders issued to slow the spread of the virus. The agreements were originally authorized in the amount of \$15,000 for Malex Consulting and \$10,000 for Claggett Wolfe Associates.

The ERTF objectives are as follows:

1. Collect, vet, document, and communicate (to Del Norte County's businesses, partner agencies, and the business community as a whole) information related to the County of Del Norte County's COVID-19 economic development response, and information regarding business support services and resources.
2. Track the adverse economic impact of COVID-19 on Del Norte County, its businesses, and the business community, assess county wide economic injury for future analysis, and document economic response and activities for a future damage assessment.
3. Serve as EOC's economic development PPOC (Primary Point of Contact) to external state and federal economic development jurisdictional counterparts and agencies.

4. Maintain the COVID-19 business information line. Field and respond to queries from the business community.

These consultants are assisting with many of these objectives, however, their main area of focus is working directly with our local businesses, analyzing their needs, and helping them obtain funding to be able to sustain some level of operation during this emergency and then to rebuild and reopen afterward.

As stated in the April 6, 2020 staff report where the budgets were approved for these contracts:

“It is also important to keep in mind, this is only the beginning of this emergency. We don’t fully know the number the businesses that will need our support, or the level of effort each business will need. Supporting our businesses is a critical need for our City. As the emergency and funding support continues to define itself, staff will keep the Council updated with the level of effort needed to support our businesses, which could result in staff requesting the Council consider additional funding appropriations.”

The demand for the consultants to analyze the ever-changing scenarios, review, and assist businesses with relief opportunities was even greater than staff anticipated at the time of the April 6 meeting agenda posting. As such, staff at the April 6 meeting requested additional funding for business support and the Council directed an additional \$20,000 be allocated to the ERTF consultants’ efforts.

As the Covid-19 emergency has continued to progress and we have seen the direct benefit of this ERTF effort, staff reached out to the Wild Rivers Community Foundation (WRCF) to seek possible additional funding. The foundation responded quickly and through the Gill and Ann Hess Foundation is offering to grant the City \$10,000 to continue assisting local businesses.

FINANCIAL IMPACT

Overall accepting this donation and authorizing a corresponding contract amendment will have no net effect on the City’s General Fund. The contract amendments for these consultants will be on a time and material basis with a not-to-exceed amount and will be authorized based on need. If the actions are approved tonight the total amendments to the contracts will not exceed \$30,000 (\$20,000 authorized at the April 6th Council Meeting, and \$10,000 funded by the WRCF). Claggett Wolfe Associates has taken the lead with the business loan programs and evaluating the local business needs, and Malex Consulting is leading in assisting businesses as we start to navigate what re-opening looks like.

As stated in previous staff reports, it is still important to keep in mind, there are a lot of unknowns with this economic emergency. We don’t fully know the number the businesses that will need our support, or the level of effort each business will need. Supporting our businesses is a critical need for our City. As the emergency and funding support continues to define itself, staff will keep the Council updated with the level of effort needed to support our businesses, which could result in

staff requesting the Council consider additional funding appropriations or looking for additional outside support.

STRATEGIC PLAN ANALYSIS

This report meets the goals and objectives of Strategic Plan Goal 1 “Support quality services and community safety to enhance the lives of our citizens and visitors” and Goal 2 “Promote a thriving local economy.”

ATTACHMENTS

- Resolution No. 2020-32

RESOLUTION NO. 2020-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AMENDING THE FISCAL YEAR 2019-20 BUDGET
OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2019, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 17th day of June 2019; and

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

WHEREAS, the Governor of the State of California has issued an executive order (Order No. N-33-20) directing all Californians to stay at home or in their place of residence to slow the spread of COVID-19, except for essential services; and

WHEREAS, this order has caused local businesses to limit or suspend their operations, which will have a direct impact on the local economy and the City's tax base; and

WHEREAS, the City has a public interest in supporting local economic development; and

WHEREAS, various federal, state, and local resources are being made available to assist businesses experiencing hardship during this public health emergency, but many will require technical assistance to learn about and apply for those funds; and

WHEREAS, on March 27th, 2020 the City Council directed staff to execute consultant agreements to provide local businesses such technical assistance; and

WHEREAS, on April 6th, 2020 due to the ongoing economic emergency the City Council directed staff to execute consultant agreements amendments in the amount of \$20,000 to provide local businesses additional technical assistance; and

WHEREAS, on May 11, 2020 due to the ongoing economic emergency the City Council directed staff to accept a grant from the Wild Rivers Community Foundation in the amount \$10,000 to continue funding economic consultants to provide local businesses additional technical assistance; and

WHEREAS, the fulfillment of the City's obligations and priorities 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 2019-20 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General Fund	\$10,000	\$10,000

APPROVED and ADOPTED and made effective the same day at a special meeting of the City Council of the City of Crescent City held on the 11th day of May 2020, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531


Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: 21 April 2020
To: Del Norte County Board of Supervisors
Crescent City Council

From: Tedd Ward, M.S. – Director 
Del Norte Solid Waste Management Authority

File Number: 022102 – Authority Budget

Topic: Review of Draft Budget and Approval Process for the Del Norte Solid Waste Management Authority Budget for Fiscal Year 2020/2021

Recommendation: After reviewing the proposed budget for Fiscal Year 2020/2021 for the Del Norte Solid Waste Management Authority that the Board of Supervisors and City Council take one of the two following actions:

1. **Take no action. A lack of response is to be treated as approval of the budget as presented.**
- OR -
2. **If there are any specific comments that should be addressed by the Del Norte Solid Waste Management Authority Board before adoption of this budget, such written comments should be approved and submitted to the Authority.**
 - a. **If there is a written objection to the proposed Authority budget, this body should also designate a representative to attend the Authority meeting scheduled for May 19th so such concerns may be resolved and the Authority may adopt a budget for Fiscal Year 2020/2021 before June 30, 2020.**

Background: In order to provide context for preparing a draft budget for Fiscal Year 2020/2021, staff have included a summary of the status of the current (FY 2019/2020) year budget, including budget transfers. The budget for the Del Norte Solid



Waste Management Authority is approved ahead of and separately from the County budget. The Authority budget is approved before June 30, whereas the final County budget is usually not approved until September or October.

Prior to final adoption by the Authority in June, the proposed budget is presented to the Crescent City Council and the Del Norte County Board of Supervisors for comment. Any written comments approved by the City or the County will be brought to the Authority Board for consideration before adopting the final budget. The Authority will also provide public notice for and hold a public hearing prior to adopting this budget, likely at the June Authority meeting.

Analysis: The proposed balanced budget for Fiscal Year 2020/2021 is attached. Any approved written comments provided by the City or County will be brought back to the Authority Board for consideration prior to adopting the final budget at the June 16th Authority Board meeting.

This staff report is intended to give an overview of the assumptions and projections to be used in the preparation of the Authority budget for Fiscal Year 2020/2021.

Projected Expenses

Each year since the opening of the Del Norte County Transfer Station in 2005, the Authority's largest single expense has been payment to Hambro/WSG for their transfer station operation services, and this amount comprises over 50.9% of the expenses anticipated for the coming fiscal year.

This proposed budget includes Salaries and Benefits as negotiated with the SEIU Local 1021 representing employees of the Del Norte Solid Waste Management Authority and using spreadsheets from the County Auditor's office. This includes additional payments for Unfunded PERS liabilities in the amount of 14.944% of each employee's pay, and a health insurance cost of \$13,000 per employee as recommended by the County Auditor.

Several of these amounts are projected by the Del Norte County Auditor's office, including depreciation and the "Interfund Cost Plan", which is the charge for our share of County services including use of the Board of Supervisors' Chambers, IT services for streaming and recording meetings, services of the County Human Resources and Auditor. The amount for the Interfund Cost Plan has increased by \$3,400 compared to last year to an annual charge of \$94,117.

Significant budget changes are associated with landfill obligations. Following a multiple year effort by Authority staff, the amount budgeted for State Fees has been reduced as the Waste Discharge Fees for the Crescent City Landfill have been reduced, saving the Authority over \$26,000 annually. Reduced sampling and reporting requirements for the coming fiscal year also enabled for reductions in the budget line for well monitoring.

Staff anticipate decreased need for assistance from the County for landfill monitoring and maintenance as the Facilities and Programs Coordinator is now trained and using other Authority staff to assist with sample collection. For the past six years, the Authority's annual audits have included findings and recommendations to adjust rates to increase the pace at which the Authority reduces the outstanding liability associated with the landfill, most recently assessed as (\$1,865,833).

This budget has a placeholder of \$140,000 for the as-yet uncalculated amount of the Annual Required Contribution to address liabilities associated with Other Post-Employment Benefits (OPEB).

Several upcoming projects are projected to increase professional services expenses. We have hired a computer and information technology contractor who is providing essential ongoing support. This coming fiscal year, there are also likely to be professional services contracted to assist with the siting, permitting, and development of a small-volume transfer station to serve the northern portion of the County.

This proposed budget does include funding for property purchase associated with developing a northern transfer station. Only preliminary costs associated with development of the northern transfer station have been included in this proposed budget.

Revenue Projections

The two main sources of revenue for Authority operations are the Franchise Fees (90153) and Authority Service Fees (91004), about 1/3 of the transfer station tipping fees. The Consumer Price Index (CPI-U) for March 2020 was just recently published. Staff project that disposal rates will increase by approximately two dollars per ton.

Proposed Franchise Fees are based on revenues received this year. Franchise fee revenues for FY 20/21 are about 8% above the budgeted amount for this year.

Authority Service Fees are accruing as expected in the FY 19/20 budget

21 April 2020

3 Printed on >30% post-consumer recycled paper

[https://dnswma-](https://dnswma-my.sharepoint.com/personal/teddward_dnswma_onmicrosoft_com/Documents/Budget/200420 FY20_21 Budget Process BOS CC.doc)

[my.sharepoint.com/personal/teddward_dnswma_onmicrosoft_com/Documents/Budget/200420 FY20_21 Budget Process BOS CC.doc](https://dnswma-my.sharepoint.com/personal/teddward_dnswma_onmicrosoft_com/Documents/Budget/200420 FY20_21 Budget Process BOS CC.doc)

currently, so the amount budgeted for budget lines 20239, 91003, and 91004 are all based on the projected revenue for this fiscal year. We expect the pandemic to impact revenues, but it is not yet clear what those impacts will be.

The largest revenue line is TS Gate Fees (91003), about 2/3 of the transfer station tipping fees. This is the main source of revenue to pay Hambro/WSG. We intend to budget the amount to pay Hambro/WSG from the Transfer Station Operations line (20239), paid from line (91003). Approximately \$40,000 of this amount will be paid from Authority Service Fees (91004), which are collected at the Gasquet and Klamath Transfer Stations.

Grant Budgets

Observers may note that many but not all grant-related budget lines are blank. Many of the Authority's grants run for multiple years. So the exact amount in remaining in both the revenue and expenditure lines for current grants are dynamic. As grant payments are made based on documented expenditures, there is inevitably a mismatch between the expenses and revenues for current grants. Thus, if accurate amounts for current grants are included, the budget proposed for the coming year may appear not to be in balance. For these reasons, the budget lines for current grants are greyed out in the proposed budget.

For grants that are anticipated for the coming year, both revenue and expenditure lines have balanced budget amounts.

DNSWMA PROPOSED BUDGET for Fiscal Year 2020 / 2021

8-Apr-20

			FY 19/20	FY 19/20	FY 20 / 21
			Adopted	Revised as of 3/17/20	Proposed
Salaries and Benefits					
10010		Payroll	\$ 358,462	\$ 354,734	\$ 404,402.00
10010	70	Payroll	\$ 6,600	\$ 6,600	
10012		Overtime	\$ 2,000	\$ 3,000	\$ 2,800.00
10015		Part-time/Temp	\$ 45,000	\$ 40,800	\$ 36,200.00
10020		Retirement	\$ 54,000	\$ 54,000	\$ 133,621.00
10022		Retirement - CalPERS Unfunded Liability	\$ 48,525	\$ 48,525	\$ 60,434.00
10030		Employee Benefits	\$ 138,000	\$ 138,000	\$ 108,044.00
10032		Supp Health Insurance		\$ -	\$ -
10033		Employee Life Insurance	\$ 140	\$ 140	\$ 160.00
10035		Management Life Insurance	\$ 550	\$ 550	\$ 550.00
10040		Worker's Compensation	\$ 100,000	\$ 100,000	\$ 90,000.00
Salaries and Benefits			\$ 753,277	\$ 746,349	\$ 836,211.00
Services & Supplies					
20110		Clothing	\$ 750	\$ 1,331	\$ 1,400.00
20121		Communications	\$ 3,500	\$ 3,500	\$ 3,000.00
20140		Household Expense	\$ 5,243	\$ 5,243	\$ 4,700.00
20150		Insurance-Office	\$ 10,450	\$ 10,450	\$ 10,450.00
20151		Liability Insurance		\$ -	\$ -
20152		Vehicle Insurance	\$ 4,200	\$ 4,200	\$ 4,200.00
20155		Liability Insurance	\$ 2,400	\$ 2,400	\$ 2,400.00
20170		Maintenance-Equipment	\$ 500	\$ 500	\$ 500.00
20171		Maintenance-Vehicles	\$ 3,000	\$ 3,000	\$ 2,000.00
20175		Maintenance-Computers	\$ 3,400	\$ 3,400	\$ 3,400.00
20180		Maint-Structures/Improvements & TS Maint	\$ 2,500	\$ 8,500	\$ 8,000.00
20200		Memberships	\$ 8,500	\$ 8,500	\$ 8,500.00
20221		Printing	\$ 700	\$ 1,000	\$ 800.00
20221	72	Printing - DOC Grant 18/19		0	\$ -
20221	71	Printing - Oil Grant 18/19		500	\$ -
20221	69	Printing - DOC Grant 20/21		0	\$ 300.00
20221	64	Printing - Oil Grant 20/21		0	\$ 500.00
20221	92	Printing - DOC Grant 19/20	300	300	\$ -
20221	91	Printing - Oil Grant 19/20	500	500	\$ -
20223		Postage	\$ 900	\$ 900	\$ 800.00
20224		Office Supplies	\$ 4,600	\$ 4,600	\$ 2,000.00
20227		Books/Subscriptions	\$ 250	\$ 250	\$ 250.00
20230		Prof Serv-Co/City	\$ 10,000	\$ 10,000	\$ 4,000.00
20230	70	Prof Serv-Model Contract		\$ -	\$ -
20231		Prof Serv	\$ 38,000	\$ 38,000	\$ 30,000.00
20231	70	Prof Services - USFS Grant	\$ 8,400	\$ 8,400	
20232		Prof Serv-Well Monitoring	\$ 35,000	\$ 40,709	\$ 21,000.00
20232	2	Data Processing - Software	\$ 4,000	\$ 4,000	\$ 4,000.00
20233		Audit	\$ 11,000	\$ 11,000	\$ 11,000.00
20234		Legal Counsel	\$ 15,000	\$ 15,000	\$ 15,000.00
20235		Treasurer	\$ 8,000	\$ 8,000	\$ 5,000.00
20236		Security	\$ 1,500	\$ 1,500	\$ 1,500.00
20237		Credit Card Service Fees	\$ 33,000	\$ 42,200	\$ 45,000.00
20238		TS Collection	\$ 28,000	\$ 28,000	\$ 26,000.00
20239		Transfer Station Operations	\$ 1,651,015	\$ 1,651,015	\$ 1,992,600.00
20239	1	Post Closure Maintenance	\$ 10,000	\$ 10,000	\$ 10,000.00
20240		Advertising/Publications	\$ 10,000	\$ 10,000	\$ 8,000.00
20240	72	Advertising - DOC Grant 18/19		6000	\$ -
20240	71	Advertising - Oil Grant 18/19		2016	\$ -
20240	93	Advertising Oil Grant - 20/21			\$ 2,000.00
20240	94	Advertising - DOC Grant 20/21			\$ 3,000.00
20240	92	Advertising - DOC Grant 19/20	3000	3000	
20240	91	Advertising - Oil Grant 19/20	2000	2000	
20250		Lease of Equipment	\$ 2,500	\$ 2,500	\$ 2,000.00
20250	70	Lease of Equip- USFS Grant	\$ 2,500	\$ 2,500	

DNSWMA PROPOSED BUDGET for Fiscal Year 2020 / 2021

8-Apr-20

			FY 19/20	FY 19/20	FY 20 / 21
Line	Project	Description	Adopted	Revised as of 3/17/20	Proposed
20251		Lease - Gasquet Transfer Station	\$ 700	\$ 709	\$ 740.00
20260		Rent-Office		\$ -	\$ -
20269		Lease Payment - Card Machine		\$ -	\$ -
20270		Minor Equipment (>\$1K)	\$ 2,000	\$ 2,000	\$ 2,000.00
20275		Small Tools (<\$1K)	\$ 800	\$ 800	\$ 800.00
20270	70	Small Tools - USFS Grant	\$ 2,395	\$ 2,395	
20280		Delivery Service	\$ 400	\$ 400	\$ 400.00
20281		Household Hazardous Waste Event	\$ 35,000	\$ 35,000	\$ 36,000.00
20283		Community Clean-up	\$ 7,500	\$ 7,500	\$ 7,500.00
20283	70	Community Clean-up - USFS Gran	\$ 8,000	\$ 8,000	
20285		Special Dept Expense	\$ 4,500	\$ 4,500	\$ 4,500.00
20285	72	Spec Dept Exp - DOC Grant 18/19		4500	\$ -
20285	71	Spec Dept Exp - Oil Grant 18/19		3608	\$ -
20285	93	Spec Dept Exp-Oil Grant - 20/21			\$ 4,500.00
20285	94	Spec Dept Exp - DOC Grant 20/21			\$ 6,500.00
20285	92	Spec Dept Exp - DOC Grant 19/20	4500	6500	\$ -
20285	91	Spec Dept Exp - Oil Grant 19/20	6500	4500	\$ -
20286		Cash Over/Under	\$ 250	\$ 250	\$ 250.00
20287		DNDI Other Pickups		\$ -	\$ -
20287	70	DNDI Pickups - USFS Grant	\$ 4,000	\$ 4,000	
20288		City Collections	\$ 11,000	\$ 11,000	\$ 11,200.00
20290		Travel	\$ 6,000	\$ 6,000	\$ 6,000.00
20290	70	Travel - USFS Grant	\$ 400	\$ 400	
20290	72	Travel - DOC Grant 18/19		4500	\$ -
20290	71	Travel - Oil Grant 18/19		3608	\$ -
20290	93	Travel-Oil Grant - 20/21		0	\$ 2,500.00
20290	94	Travel - DOC Grant 20/21		0	\$ 4,500.00
20290	92	Travel - DOC Grant 19/20	4500	4500	
20290	91	Travel - Oil Grant 19/20	2500	2500	
20291		Commissioner Expense		\$ -	\$ -
20297		Vehicle Fuel	\$ 1,000	\$ 1,650	\$ 1,800.00
20300		Utilities		\$ -	\$ -
20301		State Fees	\$ 32,000	\$ 32,000	\$ 32,500.00
Services & Supplies			\$ 2,058,553	\$ 2,105,734	\$ 2,354,990
Other Charges					
30420		Interest Payments			
30440		Transfer Station Loan Pymts-Interest			
30490		Depreciation Expense	\$ 81,678	\$ 81,678	\$ 81,675.00
30500		Department Allotment			\$ -
Fixed Assets					
40610		Property	\$ 2,683	\$ 2,683	\$ 234,318.00
40620		Equipment			
Intra / Inter Fund Transfers					
70530	25	Interfund-Repayment to County	\$ 200,700	\$ 200,700	\$ 200,274.00
70530	199	Interfund-Cost Plan	\$ 90,717	\$ 90,717	\$ 94,117.00
70800		ARC Payment OPEB	\$ 140,000	\$ 140,000	\$ 140,000.00
70910		Op. Transfer Out		\$ -	\$ -
70910	123	Op Trans Out Bad Check Fee		\$ 150	\$ 150.00
Other Charges					
81000		Contingency	3000	3,000	\$ 3,000.00
Other Charges			\$ 518,778.00	\$ 518,928.00	\$ 753,534.00
TOTAL EXPENDITURES			\$ 3,330,608.47	\$ 3,371,011.47	\$ 3,944,735.00

DNSWMA PROPOSED BUDGET for Fiscal Year 2020 / 2021

8-Apr-20

			FY 19/20	FY 19/20	FY 20 / 21
Line	Project	Description	Adopted	Revised as of 3/17/20	Proposed
Revenues					
90153		Franchise Fees	\$ (332,000)	\$ (341,910)	\$ (369,300.00)
90210		Code Enforcement		\$ -	\$ -
90300		Interest - Solid Waste	\$ (11,000)	\$ (11,461)	\$ (14,200.00)
90301		Late Payment Fee		\$ -	\$ (2,235.08)
90650	72	DOC Grant 18/19			
90650	71	Oil Grant 18/19			
90650	94	DOC Grant 20/21			\$ (15,000.00)
90650	93	Oil Grant 20/21			\$ (15,000.00)
90650	91	DOC Grant 19/20	0	0	
90650	92	Oil Grant 19/20	0	0	
90650	70	USFS Cleanup Grant	\$ (31,639.0)	\$ (31,639.0)	
90830		Closure/Post Closure Fee		\$ -	\$ -
91001		Tipping Fees		\$ -	\$ -
91002		Resource Recovery Infrastructure Fee		\$ -	\$ -
91003		Gate Tipping Fees	\$ (1,891,084.6)	\$ (1,916,422.0)	\$ (2,282,300.00)
91003	99	Gate Tipping Fees - Prior Yr	\$ (500.0)	\$ (500.0)	\$ (500.00)
91004		Authority Service Fees	\$ (1,033,484.8)	\$ (1,033,484.8)	\$ (1,245,300.00)
91004	99	DNSWMA Tipping Fees - Prior Yr	\$ (300.0)	\$ (300.0)	\$ (300.00)
91070		Operating Transfer In (from 608)		\$ -	\$ -
91070	25	Op Tran in from County (Loan)		\$ -	\$ -
91075	25	Op Transfer in from County		\$ -	\$ -
91121		Misc Reimbursements	\$ (500.0)	\$ (500.0)	\$ (500.00)
91121	123	Bad Check Fee Reimb	\$ (100.0)	\$ (100.0)	\$ (100.00)
91122		Insurance Recovery		\$ -	\$ -
91124		Misc Revenue		\$ -	\$ -
91127		Liability Insurance Recovery		\$ (2,441.0)	\$ -
91130		Construction Loan			\$ -
91131		UI Recovery		\$ (4,709.0)	
TOTAL REVENUES			\$ (3,330,608)	\$ (3,343,467)	\$ (3,944,735)
Net Cost (Prior Year Grant Expenses)			\$ 0	\$ 27,545	\$ (0)

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: JON OLSON, CITY ENGINEER
MARTHA D. RICE, CITY ATTORNEY**

DATE: MAY 11, 2020

**SUBJECT: DRAFT ORDINANCE RE: RECREATIONAL VEHICLE PARKING AND
USE IN RESIDENTIAL ZONES**

RECOMMENDATION

- Hear staff report
- Receive public comment
- Discuss and provide direction on a draft ordinance establishing regulations for recreational vehicle parking and short-term residential use in residential zones

BACKGROUND

The City Council previously directed staff to expand on recreational vehicle (RV) use through the development of a RV long-term parking ordinance on private property (for numerous reasons, not limited to: displacements due to disasters, mishaps, financial hardships, domestic violence, housings shortage etc.). This policy should be separate from the oversized vehicle parking regulations outlined in Chapter 12.40 "PARKING REGULATIONS" of the municipal code.

The Planning Commission has discussed the permitting of RV parking and use on private property within City limits during the December 2019 through February 2020 meetings. Following a public hearing held at the March 12, 2020 Planning Commission meeting, the Commission recommended that the City Council amend the municipal code to include Chapter 17.55 to regulate RV parking, short-term residential use of RV's (<90days), and long-term residential use of RV's (>90days) in residential zones.

The City Council considered the Planning Commission recommendation at its meeting held on April 6, 2020. The City Council expressed concern regarding the costs associated with long-term permits (greater than 90 days) and the potential for inconsistency with to-be-drafted ADU regulations. Staff plans on using grant funds to develop an ordinance

regulating ADU's and proposes including long-term RV occupancy in that project to insure consistency.

Since it will be some time before the ADU ordinance is drafted, vetted and adopted, staff recommend that the Council adopt the portions of the draft ordinance as they pertain to parking and short-term occupancy of RV's on private property. The municipal code currently only allows for three consecutive nights of occupancy on a property in any 90-day period.

ITEM ANALYSIS

Below is a summary of the proposed ordinance's major features:

- **Purpose:** To authorize short-term RV occupancy on residential properties (up to 90 days).
- **Residential Parking Areas:** RV's will be allowed to be used as a temporary residence in all residential zones. Each parcel may only have one RV stored or used as a residence at one time.
- **Placement and Yards:** RV's must not encroach into the public right of way and a five-foot clearance is required on all sides of the RV.
- **Permitting:** Permits will be issued over the counter for up to 90 days upon receipt of a simple application.
- **Standards:** This ordinance only applies to recreational vehicles, as defined. It does not apply to cargo trailers, boat trailers, etc.
- **Coverings:** No temporary coverings are allowed, however permanent structures and fitted covers are allowed. This applies to RV's parked for storage and for residential use.
- **Violations:** Violations of the ordinance may result in fines and/or a cancellation of the permit.

Staff is seeking direction on whether the Council is interested in having staff's proposed ordinance brought forth at a future meeting for consideration to address only parking and short-term residential use of RV's.

FISCAL ANALYSIS

There will be minimal impacts to finance as no new process needs to be implemented.


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

- Draft Ordinance

Staff review:



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: MAY 11, 2020

SUBJECT: PEBBLE BEACH DRIVE BANK STABILIZATION PROJECT

RECOMMENDATION

- Hear staff report
- Receive public comment
- Give direction to staff regarding project funding
- Authorize the City Manager to sign an agreement with COWI to begin work on the plans, specifications and estimate, required studies, and environmental documentation for Pebble Beach Bank Stabilization until such time as the currently authorized funds of \$458,000 have been expended upon final approval as to form by the City Attorney.

BACKGROUND

The December 2016 storms caused significant erosion along Pebble Beach Drive from Preston Island to Sixth Street. Initial efforts to secure Federal funding through the emergency relief program for bank stabilization were taken. These efforts included filling out and receiving approval of a Damage Assessment Form (DAF) and contracting with SHN to provide a preliminary geotechnical report of the impacted area. Staff met with the California Coastal Commission, spoke with geotechnical design and construction firms and revised the project cost estimate to more accurately reflect the rise in construction costs. Revised project costs were estimated at \$3.8 million, which includes \$458,000 for preliminary engineering and \$3,382,950 for construction. Staff received approval for the updated project cost estimate and received the authorization to proceed with Preliminary Engineering (PE) work from Caltrans (Implementing Agency).

The County of Del Norte is moving forward with their Pebble Beach project simultaneously and is using the same consultant. The pricing provided by COWI assumes that both projects will be carried out concurrently. If the projects do not run synchronously then there will be impacts to the required level of effort to complete PE.

ITEM ANALYSIS

This project is broken down into 2 phases, PE and Construction (CON). During the PE phase, environmental review, permitting and Plans, Specifications, and Construction Estimate (PS&E) are completed. The CON phase will implement the design of the project. On January 22, 2019 Council directed staff to advertise a Request for Qualifications (RFQ) to complete the Preliminary Engineering, Environmental, Permitting and Design work for this project. On May 29, 2019, staff released an RFQ and only one proposal was received. As part of the funding requirements staff referred to the local assistance procedures manual (LAPM) for this situation. The LAPM was prepared to aid California local agencies to scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal aid or state funding. The LAPM describes the processes, procedures, documents, authorizations, approvals and certifications that are required in order to receive federal aid and/ or state funds for many types of local transportation projects. The LAPM states "If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the District Local Assistance Engineer (DLAE)." The LAPM further states: "Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3))."

Staff received direction from Council on August 19, 2019 to reject the one received proposal and release another RFQ to complete the Preliminary Engineering, Environmental, Permitting and Design work for this project in order to address the required non-competitive process outlined in the LAPM. At the same time, staff discussed the timing constraints of this funding source. The expenditure deadline for PE funds was September 30, 2019, and staff submitted a time extension request. It was not known at that time whether the extension would be granted, which meant that if the City proceeded with spending funds but was unable to complete the PE on time, the City may have been required to repay the funds. Council directed staff to proceed with the second RFQ but to wait until a decision was made by Caltrans on the City's time extension request before expending any funds; this process was intended to limit City exposure to repayment of funds if an extension was not granted. Staff published the RFQ on August 21, 2019 and received one proposal from COWI on October 2, 2019. Staff did not take any action on the received proposal other than notifying the proposer that only one response to the RFQ was submitted.

Staff submitted a time extension to Caltrans in August 2019. Staff was made aware that the time extension request was approved on January 9, 2020 (more than four months from the original request), extending the deadline for PE to September 30, 2020. Staff received approval of COWI's documents on April 23, 2020 from Caltrans which enables us to move forward with a contract with COWI as our consultant.

Staff is anticipating PE work to take about 5 months on a best-case scenario. Staff met with California Coastal Commission (CCC) staff and an extensive list of special studies

will be required before an issuance of a Coastal Development Permit (CDP). Funds will expire on September 30, 2020 unless another time extension is granted. Staff anticipates that a second time extension will need to be requested in August 2020. Completing the PE phase in Fall 2020 would position the City with a shovel ready project in 2021.

FISCAL ANALYSIS

The PE phase of this project is funded through Federal Highways Administration FHWA, CalOES and the Del Norte Local Transportation Commission (DNLTC). However, the current project funding is \$458,000 while the proposal received from COWI is \$1,109,738. City staff submitted a revised DAF with the updated PE cost, but Caltrans chose not to accept the revision because the change was less than 20% of the total project. Caltrans staff has authorized the City to execute the contract with COWI. According to the local assistance staff, the City can move forward with the project and spend its own funds to make up the PE shortfall of \$651,738. In the past, Congress has allocated additional funding for disasters after the appropriations were fully spent. If Congress chooses to do so for this disaster, the City would then be eligible for reimbursement. Staff notes that although Congress has allocated additional funding in the past, this is not a guarantee.

Currently the CON phase of this project does not have full funding secured. The City will not be able to request CON funds until PE is complete and clearance is received from FHWA and Caltrans. The table below shows a breakdown of the cost for each phase and each funding source based on the approved DAF:

Phase	Total Cost	FHWA	CalOES	Local
PE Costs	\$ 458,000.00	\$ 405,467.40	\$ 39,399.45	\$ 13,133.15
CON Costs	\$ 3,382,950.00	\$ 2,994,925.64	\$ 291,018.27	\$ 97,006.09
TOTAL	\$ 3,840,950.00	\$ 3,400,393.04	\$ 330,417.72	\$ 110,139.24

As discussed above, the PE cost is now \$1,109,738. If Congress allocates additional funding to this disaster, the new proposed breakdown is shown below:

Phase	Total Cost	FHWA	CalOES	Local
PE Costs	\$1,109,738.40	\$982,451.41	\$95,465.25	\$31,821.75
CON Costs	\$3,382,950.00	\$2,994,925.64	\$291,018.27	\$97,006.09
Summation	\$4,492,688.40	\$3,977,377.05	\$386,483.52	\$128,827.84

If the City chooses to move forward with the PE phase as proposed by COWI, the City will need to fund the shortfall of \$651,738 for an unknown period of time. If Congress chooses to appropriate additional funding for this disaster, the City would be eligible for reimbursement, although there is no way to be certain whether Congress will allocate more funding or when. One option is for the General Fund to borrow the needed shortfall from one of the enterprise funds to pay for the remainder of PE. Even if Congress does provide additional funding, the timing is unknown. The City's cash flow could potentially

be impacted for months or years, at a time when the City's own revenues are extremely uncertain. There is also a risk that Congress will not make additional allocations for this disaster and the City's General Fund would have to pay back the enterprise fund with interest.

Although Caltrans staff notes that Congress has not refused to allocate additional disaster funding in the recent past, City staff is hesitant to assume the same will hold true given the current national disaster declaration and federal funding being allocated to the COVID-19 emergency. Therefore, staff recommends an alternative approach that allows our PE team to work until the \$458,000 allocated funding is exhausted and then pause all work. The project would be halted until Congress allocates additional funding to the December 2016 winter storm disaster. If no additional funds are secured and the project is not completed, it is possible the City could be requested to pay back the State and Federal funds. However, agencies are typically forgiven for not completing projects due to lack of funds. This approach would at least get a complete geotechnical investigation that would support future efforts to repair Pebble Beach if Congress does not fully fund this project. While this still presents some possible financial risks, staff feels more comfortable with this alternative than borrowing from an enterprise fund and expending the full \$1.1 million.

The third option for the PE phase would be to simply stop the project and not use any of the currently allocated funds. This option presents no financial risk to the City but would also mean passing up the opportunity to complete the geotechnical study with the current funding.

Federal and State construction funds for this emergency have been exhausted or reallocated. This means that the construction phase of the project does not currently have any funding. Like the PE phase, the City could possibly fund the construction phase by borrowing, which would be repaid if Congress allocates more funding. A revised range of construction costs has been estimated from \$4 to \$12 million; the large range is due to the fact that the geotechnical work and engineering have not been completed yet and the final project is therefore unknown. The enterprise funds would not be in a position to loan this amount to the General Fund, and the City would need to secure outside funding to proceed. Staff is not asking Council to decide on the construction phase today but does want to keep the Council informed of the potential need for utilizing advanced construction spending and the range of potential spending if the City does move forward in the future.

The allocated funding for each of the phases is 88.53% Federal Highways Emergency Relief Program, 8.60% California Disaster Assistance Act, and 2.87% local. Resulting in a project that is 97.13% funded. The Regional Surface Transportation Program from the Del Norte Local Transportation Commission has allocated \$85,104 to support the design phase and a portion of the possible construction phase.

It should also be pointed out that although there are risks with this project, this is a unique opportunity to preserve and repair an iconic street for our community. This could be a \$5 to \$13 million construction project that could never be completed with only local funds.

ATTACHMENTS

1. Contract with COWI

Staff review:



CM

CITY OF CRESCENT CITY
AGREEMENT FOR PROFESSIONAL SERVICES
PEBBLE BEACH DRIVE BANK STABILIZATION PROJECT

1.00 INTRODUCTION

- 1.01 Identification of Parties.** This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

COWI NORTH AMERICA, INC.

Incorporated/organized in the State of Delaware

The Project Manager for the "CONSULTANT" will be Jean Toilliez, PhD PE

The name of the "CITY" is as follows:

City of Crescent City

a California municipal corporation

The Contract Administrator for CITY will be Jon Olson, Public Works Director

- 1.02 Cost Proposal.** The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto as Attachment # and incorporated herein by this reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT will take precedence.
- 1.03 Indemnification.** CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this section survive the termination or suspension of this AGREEMENT.
- 1.04 Independent Contractor.** CONSULTANT in the performance of this AGREEMENT, will act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists

between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

- 1.05 Withholdings.** CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.
- 1.06 Employees.** Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- 1.07 No Assignment.** Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT may not subcontract any work, without the prior written approval of the CITY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary must be furnished promptly to the CITY.
- 1.08 Contractors.** CONSULTANT will be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- 1.09 Amendment.** No alteration or variation of the terms of this AGREEMENT will be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
- 1.10 Compensation.** The consideration to be paid to CONSULTANT as provided herein, will be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

2.00 CONSULTANT'S REPORTS OR MEETINGS

- 2.01 Progress Reports.** CONSULTANT is required to submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 2.02 Meetings.** CONSULTANT's Project Manager will meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

3.00 STATEMENT OF WORK

3.01 CONSULTANT Services. The Consultant selected shall provide all services to complete preliminary engineering, environmental and Plans, Specifications and Estimate for the Pebble Beach Drive Bank Stabilization Project. Specifically, the Consultant selected will be required to complete the following tasks:

	TASK	DESCRIPTION
A	Project Management	<ul style="list-style-type: none">• CITY will serve as the contract manager and direct liaison between CONSULTANT and Caltrans District #1 Division of Local Assistance.• CONSULTANT will be responsible for all other project management activities throughout the life of the AGREEMENT.• The scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for CITY to submit to Caltrans Local Assistance.
B	Preliminary Engineering Studies	<ul style="list-style-type: none">• Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Landscape Architecture, Traffic Operations, etc.
C	Surveys and Mapping	<ul style="list-style-type: none">• Perform data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance.• The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
D	Geotechnical	<ul style="list-style-type: none">• Evaluated the rate of bluff erosion, conceptualize a beach erosion response plan for 20 and 50 years in the future, perform a slope stability analysis, calculate anticipated sand/soil loss.• A geotechnical report was conducted by SHN and provided to CONSULTANT.
E	Environmental Studies and Documentation	<ul style="list-style-type: none">• Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA and CEQA documents.• Perform additional studies that may be required to obtain a Coastal Development Permit or other permits.

		Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).
F	Utility Coordination	<ul style="list-style-type: none"> • Submit improvement plans to utility companies in accordance with their requirements and coordinate utility relocations, including relocation of the utility poles, as needed.
G	Right of Way Phase and Determination	<ul style="list-style-type: none"> • Prepare a Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual if right-of-way is needed. • When authorized, review right-of-way records and establish additional right-of-way along the entire alignment, if necessary, by metes and bounds description as well as creation of new Right of Way parcel maps, if applicable.
I	Design – Plans, Specifications and Estimates	<ul style="list-style-type: none"> • Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. • Examine and present project alternatives, as necessary, which complete project goals within construction budget. Submit PS&E to the City at 50%, 90%, and final contract documents. Submittals will include hard copies, and digital files. CONSULTANT must sign all PS&E furnished under this AGREEMENT including registration number. • Review shop drawings (if applicable)
J	Coordination with Adjacent Properties	<ul style="list-style-type: none"> • Coordinate with adjacent property owners to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or trail removal.
K	Construction Phase Authorization	<ul style="list-style-type: none"> • Prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
L	Bid Process	<ul style="list-style-type: none"> • Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. • The electronic copy of plans must be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications must be provided in both Microsoft Word format and PDF format.

		<ul style="list-style-type: none"> • CITY will be responsible for making copies of contract documents and distributing them to plan rooms and contractors. • Respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City as necessary.
M	Permitting	<ul style="list-style-type: none"> • Prepare and submit to CITY duplicate hard copies and an electronic copy of all permit applications and supporting documents required to advance the project from initiation through construction. • Provide the CITY with documentation to support payment of permit fees by the City Finance Department. City will submit permit applications. • If permitting agencies request supporting documents beyond the initial contract scope, a contract amendment will be necessary for the additional work. •

3.02 CITY Obligations. All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly. The City has provided the following documents on the website (http://www.crescentcity.org/RFQ_bid.html):

1. Damage Assessment Form (DAF) with DAF executed by FHWA on XXXXX
2. Signed Preliminary Environmental Study (PES) form and cover letter dated XXXXX
3. Letter to California Coastal Commission from County of Del Norte, regarding Site Visit with Coastal Technical Staff, dated June 21, 2018.
4. Beach Erosion and Emergency Response Guidance Document, dated December 1999

3.03 Conferences, Site Visits, Inspection of Work. This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting are to be included in the fee.

3.04 Project Schedule. The services to be performed under this AGREEMENT are to be performed in substantial compliance with the Project Schedule attached hereto as Attachment # and incorporated herein by this reference.

4.00 PERFORMANCE PERIOD

4.01 Term. This AGREEMENT will be effective as of the date approved by the City Council of CITY and CONSULTANT will commence work after notification to proceed by CITY'S Contract Administrator. The AGREEMENT will terminate as of (DATE) unless extended by AGREEMENT amendment.

- 4.02 **Nonbinding Recommendation.** CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

5.00 ALLOWABLE COSTS AND PAYMENTS

- 5.01 **Method of Payment.** The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by CITY MUST be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in subsection 5.09 may not be exceeded, unless authorized by AGREEMENT amendment.
- 5.02 **Indirect cost Rate.** The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT.
- 5.03 **Fixed Fee.** In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- 5.04 **Reimbursement.** Reimbursement for transportation and subsistence costs may not exceed the rates specified in the approved Cost Proposal.
- 5.05 **Milestone Cost Estimates.** When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT must obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- 5.06 **Progress Payments.** Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Section 3.0, Statement of Work, CITY will have the right to delay payment or terminate this AGREEMENT.
- 5.07 **Approval of Work.** No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- 5.08 **Payment Timing.** CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices in duplicate. Invoices are to be submitted no later than thirty (30) calendar days after the performance of work for which

CONSULTANT is billing. Invoices are required to detail the work performed on each milestone and each project as applicable. Invoices must follow the format stipulated for the approved Cost Proposal and reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Section 11.0, Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices are to be mailed to CITY's Contract Administrator at the following address:

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

- 5.09 Not-to-Exceed Amount.** The total amount payable by CITY including the fixed fee is not-to-exceed \$(Amount).
- 5.10 Salary Increases.** Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY's Contract Administrator.
- 5.11 Prevailing Wage Personnel.** For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

6.00 TERMINATION

- 6.01 Written Notice.** This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY will be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- 6.02 Suspension.** CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT must immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection 6.01 of this section.
- 6.03 Liability for Breach.** Notwithstanding any provisions of this AGREEMENT, CONSULTANT will not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- 6.04 Compensation.** In the event of termination, CONSULTANT will be compensated as provided for in this AGREEMENT, except as otherwise provided in this AGREEMENT. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories,

studies, analyses, drawings and data estimates performed to that date, whether completed or not.

7.00 COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 7.01 Cost Principles.** The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, will be used to determine the allowability of individual terms of cost.
- 7.02 Administrative Requirements.** The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 7.03 Repayment.** Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- 7.04 Non-profit Organizations.** When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will apply.

8.00 RETENTION OF RECORDS / AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and CITY must maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, must make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) will have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof must be furnished if requested without limitation.

9.00 AUDIT REVIEW PROCEDURES

- 9.01 Audit Disputes.** Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, will be reviewed by CITY'S Finance Director.

- 9.02 Audit Report Review Request.** Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- 9.03 Time for Performance.** Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- 9.04 Compliance Audits / Reviews.** CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR must be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report will be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- 9.05 Caltrans Audits and Investigation.** CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal must be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- A. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- B. If Caltrans A&I is unable to issue a cognizant letter per paragraph 9.05(A) above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
- C. If the CONSULTANT fails to comply with the provisions of this subsection 9.05, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.05(A) above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- D. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

10.00 SUBCONTRACTING

- 10.01 Subconsultants.** Nothing contained in this AGREEMENT or otherwise, creates any contractual relation between the CITY and any subconsultants, and no subagreement will relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- 10.02 Written Authorization.** The CONSULTANT is required to perform the work contemplated with resources available within its own organization and no portion of the work may be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- 10.03 Subagreements.** Any subagreement entered into as a result of this AGREEMENT, must contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.
- 10.04 Payment to Subconsultants.** CONSULTANT must pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- 10.05 Substitution of Subconsultants.** Any substitution of subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute subconsultant.

11.00 EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- 11.01 Prior Authorization.** Prior authorization in writing by CITY's Contract Administrator is required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT must provide an evaluation of the necessity or desirability of incurring such costs.
- 11.02 Purchases over \$5,000.** For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 11.03 Equipment Purchased.** Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
- A. CONSULTANT must maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY is to receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value will be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals will be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
 - B. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

12.00 STATE PREVAILING WAGE RATES

- 12.01 DIR Registration.** No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- 12.02 Prevailing Wage Requirement.** The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- 12.03 Prevailing Wage Rate Determinations.** General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- 12.04 Payroll Records.**
- A. Each CONSULTANT and subconsultant must keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - B. The payroll records enumerated under paragraph (A) above must be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents must be made available for inspection and copying by CITY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT is required to provide copies of certified payrolls or permit inspection of its records as follows:

- (1) A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in paragraph (A) above, must be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards must not be altered or obliterated by the CONSULTANT.
 - (3) The public must not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Contract Administrator by both email and regular mail on the business day following receipt of the request.
- C. Each CONSULTANT must submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY must be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work must not be marked or obliterated.
- E. The CONSULTANT must inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and within five (5) working days, provide a notice of a change of location and address.
- F. The CONSULTANT or subconsultant will have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she will, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties may be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- G. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- H. Penalty
- (1) The CONSULTANT and any of its subconsultants must comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant will forfeit to the CITY a penalty of not more than two hundred

dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- (2) The amount of this forfeiture will be determined by the Labor Commissioner and will be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
- (3) In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate must be paid to each worker by the CONSULTANT or subconsultant.
- (4) If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - (i) The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects must include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) The CONSULTANT will monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - (iii) Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT must diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - (iv) Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT must obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

- (5) Pursuant to Labor Code §1775, CITY must notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 - (6) If CITY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.
- I. Eight (8) hours labor constitutes a legal day's work. The CONSULTANT will forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, may be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.
- J. Employment of Apprentices
- (1) Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her must comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - (2) CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

13.00 CONFLICT OF INTEREST

- 13.01 Disclosure.** During the term of this AGREEMENT, the CONSULTANT must disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT must also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

- 13.02 Certification of No Conflict.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- 13.03 Financial Interest.** The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- 13.04 Affiliations.** The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

14.00 REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

15.00 PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

15.01 Certification. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- (1) No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 15.02 Material Representation.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- 15.03 Subagreements.** The CONSULTANT also agrees by signing this document that he or she will require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients will certify and disclose accordingly.

16.00 NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- 16.01 Certification of Compliance.** The CONSULTANT's signature affixed herein and dated constitutes a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- 16.02 Nondiscrimination.** During the performance of this AGREEMENT, CONSULTANT and its subconsultants must not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor may they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants must insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 16.03 FEHA.** CONSULTANT and subconsultants must comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 16.04 FEHA Representatives.** CONSULTANT must permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY may require to ascertain compliance with this clause.

- 16.05 Written Notice.** CONSULTANT and its subconsultants must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 16.06 Subcontracts.** CONSULTANT must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- 16.07 Civil Rights Act.** The CONSULTANT, with regard to the work performed under this AGREEMENT, must act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States may, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 16.08 U.S. DOT.** The CONSULTANT must comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT may not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

17.00 DEBARMENT AND SUSPENSION CERTIFICATION

- 17.01 Debarment.** The CONSULTANT's signature affixed herein constitutes a certification under penalty of perjury under the laws of the State of California that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
- (1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - (2) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - (3) Does not have a proposed debarment pending; and
 - (4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- 17.02 Disclosure.** Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- 17.03 Exceptions – FHWA.** Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

18.00 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- 18.01 DBE Application.** This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.
- 18.02 DBE Goal.** The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants must be in accordance with information contained in Exhibit 10-01: Consultant Proposal DBE Commitment , or in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 18.03 Goal Compliance.** CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- 18.04 Noncompliance as Breach.** DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTS financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT must carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- 18.05 DBE Firm Termination.** A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 18.06 Payments to Consultant.** Consultant will not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Contract Administrator.

- 18.07 Commercially Useful Function.** A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- 18.08 Limited Role.** A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 18.09 Presumption.** If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 18.10 Records.** CONSULTANT is required to maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records must show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records must also show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's must also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 18.11 DBE Records Summary.** Upon completion of the AGREEMENT, a summary of these records is to be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- 18.12 DBE De-certification / Certification.** If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant must notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant must notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- 18.13 Subcontracts.** Any subcontract entered into as a result of this AGREEMENT must contain all of the provisions of this section.

19.00 INSURANCE

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

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

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

19.03 Primary Coverage. For any claims related to this Project, the CONSULTANT'S insurance coverage, with the exception of Professional Liability (E&O), Workers' Compensation, and Employers' Liability, will be primary insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, employees, agents or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute with it.

19.04 Notice of Cancellation. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be cancelled except after giving CITY prior written notice.

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

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

- 19.07 Claims-made Policies.** If any of the required policies provide coverage on a claims-made basis, then: (a) the retroactive date must be shown and must be before the commencement of work; (b) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; and (c) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of work, then CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.
- 19.08 Verification of Coverage.** CONSULTANT must provide with Certificates of Insurance for all required coverages as well as Declarations and applicable Endorsement Pages prior to commencement of work. However, failure to obtain the required documents prior to the commencement of work will not operate to waive CONSULTANT's obligation to provide them at any time thereafter when requested. CITY reserves the right to demand complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.
- 19.09 Subcontractors.** CONSULTANT must require and verify that all subcontractors, if any, maintain insurance meeting all of the requirements stated herein. CONSULTANT must ensure that CITY, its elected and appointed officials, employees, agents and volunteers are additional insureds on all policies as required herein.
- 19.10 Lapse in Coverage.** In the event that any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.
- 19.11 Covenant to Provide Workers' Compensation Coverage.** CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.
- 19.12 Waiver of Subrogation.** CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

20.00 FUNDING REQUIREMENTS

- 20.01 Availability of Funds.** It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- 20.02 Sufficient Funds Required.** This AGREEMENT is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is

subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

20.03 Amendment Due to Lack of Funds. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

20.04 Termination Due to Lack of Funds. CITY has the option to terminate the AGREEMENT pursuant to Section 6.0, Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

21.00 CHANGE IN TERMS

21.01 Written Amendment Required. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

21.02 Commencement of Work. CONSULTANT must only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.

21.03 Change in Project Manager. There may be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Contract Administrator.

22.00 CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

23.00 DISPUTES

23.01 Good Faith Negotiation. Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

23.02 Dispute. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement will be decided by a committee consisting of

CITY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

23.03 Request for Review. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by CITY's City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

23.04 Performance during Dispute. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

24.00 INSPECTION OF WORK

CONSULTANT and any subconsultant must permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

25.00 SAFETY

25.01 OSHA. CONSULTANT must comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT must comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel must wear hard hats and safety vests at all times while working on the construction project site.

25.02 Traffic Safety. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT must comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT must take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

25.03 Trenching. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

26.00 OWNERSHIP OF DATA

26.01 City Property. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT will become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City will be entitled to, and CONSULTANT must deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or

CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- 26.02 Property of CITY.** Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and will be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- 26.03 Reuse at CITY's Sole Risk.** Nothing herein may constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location will be at City's sole risk.
- 26.04 Patents and Inventions.** Applicable patent rights provisions regarding rights to inventions will be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 26.05 Copyrights.** CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT must provide that the FHWA will have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

27.00 CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- 27.01 Cooperation.** If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- 27.02 Notice and Compensation.** CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- 27.03 Amendment.** Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

28.00 CONFIDENTIALITY OF DATA

- 28.01 Confidential Data to be Protected.** All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, is to be protected by CONSULTANT from unauthorized use and disclosure.
- 28.02 Limited Permission.** Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, does not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- 28.03 No Public Comment.** CONSULTANT must not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- 28.04 No Press Release.** CONSULTANT must not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- 28.05 Construction Estimate.** All information related to the construction estimate is confidential, and must not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they may not be made available to any individual or organization without the prior written approval of CITY or by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, CITY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, CITY's attorney's fees and disbursements, including, without limitation, experts' fees and disbursements.

29.00 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

30.00 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments will be retained as part of the AGREEMENT record.

31.00 RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement may not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

32.00 NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, may be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

TO CITY:	TO CONSULTANT:
City of Crescent City Attn: Jon Olson, PW Director 377 J Street Crescent City, CA 95531	COWI North America, Inc. Attn: Jean Toilliez 1300 Clay St., 7 th Floor Oakland, CA 94612

33.00 GENERAL PROVISIONS

- 33.01 Time of Essence.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described herein.
- 33.02 Severability.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.
- 33.03 Governing Law / Forum.** This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.
- 33.04 Costs and Attorney's Fees.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 33.05 Headings and Captions.** Headings and captions in this AGREEMENT are for the convenience of the parties and are not intended to aid in the construction or interpretation of this AGREEMENT.

33.06 Integration. This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

33.07 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 _____, 2019.

CITY

CONSULTANT

By: Eric Wier, City Manager

By:

Its:

ATTEST:

Robin Patch, City Clerk

By:

Its:

APPROVED AS TO FORM:

Martha D. Rice, City Attorney



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: JON OLSON, PUBLIC WORKS DIRECTOR

DATE: MAY 11, 2020

SUBJECT: CONTRACT AMENDMENT FOR SHN PLANNING SERVICES

RECOMMENDATION

- Hear staff report
- Receive public comment
- Authorize the City Manager to sign a Contract Amendment with SHN that will bring the total contract agreement for planning related tasks to \$123,000 for FY 2019-20.

BACKGROUND

Through an RFQ process, SHN was selected along with a suite of other engineers to serve the City's engineering and planning needs. As part of the City's strategic planning workshop in 2019, Council directed staff to move forward with contract planning services to provide basic planning support and technical expertise. The original budget for routine day to day planning services was \$60,000, of which \$50,000 was allocated to the contract with SHN. Based on the current expenditure rate at that time the Council during the mid-year budget discussion in March, authorized an additional \$15,000 for planning services.

Over the course of this past year, the Council directed staff to develop and implement a number of tasks which were not considered in the initial budget. These tasks included development of new commercial cannabis ordinance, RV use as residence ordinance, smoking in multi-family housing ordinance (not complete), and small cellular facility ordinance. These ordinances required a high level of planning time and effort. Staff did not obtain individual cost estimates associated with these ordinances, and the actual costs to date have exceeded staff's expectations. To address this issue moving forward, staff will ensure that cost estimates from our planning consultants are provided and reported to Council prior to starting ordinance or other large-scale tasks.

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FISCAL ANALYSIS

Our basic routine planning needs through March totaled approximately \$45,000. These activities cover staff reports for use permits, answering planning questions (both internal and external) on a daily basis, review of building permit applications for compliance with zoning setbacks and land use. This is in line with the original estimate of basic planning services budgeted at \$60,000 per year.

Some expenses that were not originally anticipated in the budget include commercial cannabis ordinance, small cellular sites ordinance, RV Use as residential unit ordinance, multi-family housing anti-smoking ordinance, and underground utility district updates. SHN costs through March for the above-mentioned ordinances is approximately \$33,000. This work has exhausted our current budget. Permitting software came in under budget and staff will be directing those funds to Contract planning services to offset some of the ongoing Planning needs. However, to meet the continued basic planning needs for the remainder of the Fiscal Year an additional budget increase of \$20,000 is needed.

Based on the overall budget situation we have asked SHN to stop work on the multi-family housing anti-smoking and RV use as long-term residence ordinances. Staff has requested estimated costs to complete the last two ordinances and will bring that information back to the Council for consideration.

Staff is requesting that SHN's total contract for planning services be increased to \$123,000. The contract includes the general planning services described above (which are budgeted in the General Fund and include the requested budget amendment) in the approximate amount of \$60,000, specific Ordinance related tasks of approximately \$33,000, as well as SHN's work on grant-funded projects including Front Street storm drain and Sunset Circle in the amount of approximately \$30,000. The budget amendment resolution in the amount of \$20,000 for the General Fund portion of this contract is included in the overall budget discussion covered under separate report tonight.

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

None.

Staff review:


CM

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

DATE: MAY 11, 2020

SUBJECT: CONFIRMING A LOCAL EMERGENCY CONTINUES TO EXIST

RECOMMENDATION

- Hear staff report
- Receive public comment
- Adopt Resolution No. 2020-33, 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.

There are over 1.2 million confirmed cases and more than 73,000 deaths in the United States. Although there have been so far only 3 confirmed cases of the virus in Del Norte County, public health experts believe the virus will continue to spread and there is currently no vaccine. As such, staff recommends adopting the resolution confirming a local emergency still exists

FISCAL ANALYSIS

As stated in the FY20 budget reduction staff report later in this agenda, the virus and the actions taken to protect public health are also having a major impact on the economy. With many businesses closed or limiting their services, travel almost at a standstill, and soaring numbers of people out of work, the economic outlook is extremely uncertain at this time. The impact of this loss of revenue is magnified with increased cost of managing this crisis. These costs include increased City-wide safety measures, telework infrastructure and technology to allow the public to complete City business remotely, rescheduling employee shifts to allow for social distancing, and hiring economic consultants to assist our businesses.

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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. 2020-33, Confirming a Local Emergency Continues to Exist

RESOLUTION NO. 2020-33

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, as of March 13, 2020, 38 states in addition to California have declared states of emergency; 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 March 27, 2020, by Order of the County Public Health Officer, Dr. Warren Rehwaldt, all transient lodging facilities were deemed “non-essential” except when serving certain sectors, such as essential workers; 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, Governor Newsom is discussing plans to “reopen” the State in phases, we are still weeks away from “Phase One”; 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 11th day of May, 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: LINDA LEAVER, FINANCE DIRECTOR

DATE: MAY 11, 2020

SUBJECT: FISCAL YEAR 2019-20 GENERAL FUND BUDGET ADJUSTMENT DUE TO COVID-19

RECOMMENDATION

- Hear staff report
- Receive public comment
- Adopt Resolution No. 2020-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY

BACKGROUND

The COVID-19 pandemic has resulted in national, state, and local declared health emergencies, with over 3.5 million reported cases of COVID-19 worldwide and over 248,000 reported deaths as of the writing of this report. There are over 1.1 million confirmed cases and more than 67,000 deaths in the United States. Although there have so far been only 3 confirmed cases of the virus in Del Norte County, public health experts believe the virus will continue to spread and there is currently no vaccine. Public health is the number one consideration during this time, and government officials at the national, state, and local levels have issued various orders to slow the spread of the virus and avoid overwhelming our local health resources. These include stay-at-home orders and the closure of many businesses and public facilities. At the same time, public health and emergency operations officials at all levels of government are working to put in place the measures, protocols, and supplies that will be required before these restrictions can safely be lifted.

The virus and the actions taken to protect public health are also having a major impact on the economy. With many businesses closed or limiting their services, travel almost at a standstill, and soaring numbers of people out of work, the economic outlook is extremely uncertain at this time. Staff has been working on various models for projecting the financial impact this will have on the City. The General Fund relies on sales tax and transient occupancy tax for approximately 50% of its revenues. General Fund revenues are used to provide services to the community, including police, fire, street maintenance, parks, building inspection, code enforcement, planning, administration, swimming pool, and cultural center.

The City has increased its General Fund reserve from \$886,047 in Fiscal Year 2010-11 after the Great Recession to \$2,598,700 as of June 30, 2019 (the City's most recent audit). The budget for the current fiscal year includes a large number of projects and improvements intended to invest some of the reserve to meet ongoing City priorities. If all of the authorized budget were to be spent this fiscal year (and all budgeted revenues received), the General Fund reserve would be reduced to \$1,740,307 which is 24.9% of total budgeted expenditures.

Under the current circumstances, the General Fund will not receive some revenues that were originally projected. There is no way to be certain what level of General Fund revenues the City will collect because we don't yet know how long the pandemic will last. Forecasts by various economic experts have been changing week by week. At this point, we don't know when restrictions will be lifted because the timeline will depend on the progression of the virus. When restrictions are lifted, spending (and therefore tax revenue) will not immediately return to pre-pandemic levels. The April employment report to be released later this week is anticipated to show the highest level of unemployment in many decades, although the nature of this economic crisis is very different from previous ones. This is unprecedented, which means we do not have enough information yet to predict what the recovery will look like or how long it will take. In addition to the uncertainty regarding tax revenues, the City will face uncertainty on expenses as well. The behavior of the stock market will impact pension investments, which will directly impact the City's future pension costs. The impact on the City's unfunded pension liability will be calculated as of June 30, 2020 with associated costs built into the City's required contributions beginning in FY 2022-23.

Given the multiple layers of unknown information, staff is recommending a multi-step approach to stabilize and preserve the General Fund and ensure that essential services continue to be provided. The first step is to re-examine the City's expenditures. With so much having changed since the current budget was adopted, staff has performed a new analysis of every budgeted expenditure in the General Fund and is recommending significant reductions. The proposed reductions have several purposes.

- Reduce the "budget to actual" variance. Every year, the City's actual expenses come in under the approved budget. This is due to the practice of conservative budgeting, which requires budgeting for every anticipated expense and every authorized employee position. When positions are vacant, projects are not able to be completed, or items come in under budget, there is a budget to actual variance at the end of the year. Normally this variance provides some flexibility to re-budget as new needs and priorities come up during the year. At this time, the City needs as much clarity as possible in order to make informed decisions. Therefore, staff has analyzed the budget with a goal of matching the budget to actual expenditures more closely. This will reduce (but not eliminate) the budget to actual variance at the end of the year, which will in turn provide staff and the Council a more accurate picture of the General Fund's position in the meantime. It will also require each department to exercise caution and prudence in managing expenses through the end of the fiscal year.
- Defer previously authorized projects that have not yet been completed. Staff strongly recommends preserving as much General Fund reserve as possible to ensure the continuation of essential services. As the situation evolves, these projects can be

reprogrammed when and if finances allow; however, if the reserve is spent now and then finances are worse than currently anticipated, it will be that much harder to recover.

- Authorize certain increases in expenditures for essential services that should not be deferred.

The proposed budget adjustments are all items that either would not be spent in the current year due to budget to actual variances, expenses that cannot occur due to COVID-19 (for example, almost all employee travel is canceled), and expenses that can easily be canceled or postponed. Staff is recommending these expenses as the first step in a multi-step process that will likely continue over the next one to two years. None of the proposed cuts are permanent in nature and could be re-instituted relatively easily if circumstances change.

Future steps will include ongoing monitoring of both revenues and expenses, which could include additional budget amendment requests as the situation changes. Staff is also working to model various revenue and expense scenarios. The goal will be to provide projections that can be updated frequently as new information becomes available and to allow for flexible decision-making. While revenues are so uncertain, the City must reduce expenses wherever possible. At the same time, we recognize that the City must plan for the recovery phase of this emergency and ensure we are in a good position to move forward. One factor for future decision-making will be to evaluate the medium and long-term impacts of various proposals. Some projects are easy to postpone and then restart at a future date, while other cost-saving measures would be more difficult to reverse. Staff will continue to evaluate both the short-term needs and long-term impacts and provide information to the Council.

ITEM ANALYSIS

Staffing (\$208,500)

Labor and benefit costs have been updated to reflect actual costs, taking into account turnover and vacancies as well as unused benefits. In addition, the Aquatics Supervisor position and part-time Recreation Lead which have not yet been filled are proposed to remain vacant at least through June 30. The pool is currently closed and all of the part-time lifeguards are either already receiving or eligible for unemployment. The Aquatics Supervisor position should not be filled until the City is in a better position to make long-term plans for reopening and staffing the pool. With public events currently on hold, the Recreation Lead position should also not be filled yet. Another significant budget change is in the Police Department. Regular wages can be safely reduced due to the turnover that occurred earlier in the year that resulted in entry level officers being hired to replace officers that, through longevity, were at top of the payscale. All positions except the limited term position are now filled, which means staffing costs for the remainder of the fiscal year are projected to remain reasonably stable. Also, the Police Chief has implemented scheduling improvements, along with basically full staffing, to greatly reduce overtime costs.

Employee Support (\$31,750)

With travel canceled or greatly limited, and most organizations providing training having canceled programs for the near future, most of the remaining travel and training budget can be eliminated. A small amount remains budgeted for important training that may resume prior to June 30.

Utilities (\$11,480)

Several departments including streets and swimming pool are projected to come in under budget for utilities, while the Cultural Center requires an increase of \$5,000. The overall General Fund impact is a reduction of \$11,480.

Parts and Supplies (\$70,250)

The category includes an increase for Police Department uniforms as well as janitorial supplies and purchases of PPE city-wide to directly address the health emergency. These costs will likely be largely reimbursed through FEMA (75%). Offsetting those increases, multiple departments are able to reduce their budgets in this category. This includes identifying budget to actual reductions as well as eliminating some specific planned purchases, including the \$17,000 authorized for additional LED street light replacements, \$4,000 for a new range at the Cultural Center, and \$4,000 for the Cultural Center siding purchase coming in under budget.

Contract Services (\$95,300)

This category also includes both increases and decreases, for a net decrease of \$95,300. Increases are in the Police Department (for pre-employment services to fill the limited term position) and Planning. In the Planning Department, the budget for contract planning services needs to be increased by \$20,000. The current budget of \$75,000 will not be sufficient to provide planning support for the remainder of the year, due to the special projects that were assigned (including the development of a commercial cannabis ordinance, small cell facilities ordinance, and RV ordinance. Staff recommends pausing the development of additional ordinances until the budget is more certain while continuing to provide only essential planning support.

Significant reductions in this category include reducing most of the legal services budgeted for code enforcement. Although code enforcement continues at a staff level, there are no recent cases that require significant legal services. In the Streets Department, staff recommends removing the remaining budgets for sidewalk grinding and striping (some have already been completed, but staff does not recommend any additional through June 30). Finally, the remaining budget for swim camps is removed, since the pool has been closed and there will not be another swim camp prior to June 30.

Other (\$82,350)

Staff recommends removing the remaining budget for Sister City expenses (\$7,350) and reversing the CIP transfer of \$75,000 for City Hall design. As discussed previously, the Council authorized \$75,000 for designing the new City Hall building. The RFQ (Request for Qualifications) was not successful, and the project will not be able to move forward without additional funding. At this time, staff recommends returning the \$75,000 to the General Fund for more urgent needs and revisiting the topic of City Hall at a future time. The final portion of this category that could be considered is the annual Fourth of July fireworks contribution the City makes to the Chamber of Commerce / Visitors Bureau. The City currently contributes \$72,000 annually to the Chamber / Visitors Bureau, of which it has always been stated \$11,000 of that contribution is to fund the annual 4th of July fireworks show. Since the fireworks have been cancelled for this year, the City

could consider not making that portion of the contribution this year. This funding is not included in the \$82,350 reduction stated above. Due to the cancellation of the 4th of July events as well as other COVID-19 related revenue impacts, the Chamber / Visitor's Bureau is also experiencing significant financial difficulties. They have laid off all of the current employees except for the Director, who is assisting the Economic Resiliency Task Force tremendously in its efforts to assist our local businesses. In speaking with the Director, reducing the Chamber / Visitor's Bureau contribution would have a significant impact on their current and future operations. The Chamber / Visitor's Bureau is an important resource to the community, both in its current efforts to assist local businesses through this emergency and in its role in revitalizing tourism as we recover. Due to the long-term community benefit, staff recommends maintaining the existing authorized funding.

	Wages and Benefits	Utilities	Parts & Supplies	Services	Employee Support	Other	Total
Council	(10,000)				(7,500)		(17,500)
City Manager	(2,000)				(1,250)		(3,250)
Community Support		(480)	(2,500)			(7,350)	(10,330)
Human Resources					(3,500)		(3,500)
Finance				(1,000)	(1,000)		(2,000)
Fire	(13,500)			(10,500)	(5,500)		(29,500)
Police	(141,000)		(250)	4,000	(5,000)		(142,250)
Code Enforcement				(54,800)	(2,500)		(57,300)
Building Inspection	2,000			(5,000)			(3,000)
Planning	(1,500)	(1,000)	(1,000)	19,500	(1,500)		14,500
PW Admin	(2,500)			(500)	(2,000)		(5,000)
Streets	(4,500)	(5,000)	(50,000)	(31,500)			(91,000)
Parks	(7,500)		3,000	(2,500)			(7,000)
Cultural Center	(3,000)	5,000	(8,000)				(6,000)
Pool	(25,000)	(10,000)	(11,500)	(13,000)	(2,000)		(61,500)
CIP						(75,000)	(75,000)
Total	(208,500)	(11,480)	(70,250)	(95,300)	(31,750)	(82,350)	(499,630)

FISCAL ANALYSIS

The proposed General Fund budget reductions total \$499,630 out of the currently authorized \$6,990,931. Reducing expenditures is fiscally prudent given the current economic uncertainty, and the proposed reductions are items which can be reversed relatively easily if circumstances change. The General Fund reserve cannot be accurately projected at this time because it also depends on what revenues are received. If all budgeted revenues are received and all authorized expenses used, the fund balance would be \$2,239,937. However, due to COVID-19 related impacts, not all budgeted revenues will be received. The impact of COVID-19 on the City's sales tax, TOT, and gas tax revenues is difficult to project. Current estimates are a reduction in FY 2019-20 revenues of approximately \$650,000. Should that prove true, and the updated budgeted expenditures be fully spent, fund balance would be \$1,589,937, which is a 24.5% reserve. However, revenue impacts for the first quarter of FY 2020-21 (July through September) are also likely to be significant and

further reduce the General Fund. Staff will continue to closely monitor the City's financial position and provide regular updates to the Council.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan goals:

- Goal 3(B): Maintain responsible fiscal management and accountability

ATTACHMENTS

- Resolution 2020-34

Staff review:


CM

RESOLUTION NO. 2020-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AMENDING THE FISCAL YEAR 2019-20 BUDGET
OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2019, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 17th day of June 2019; and

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

WHEREAS, the City's General Fund relies heavily on sales tax and transient occupancy tax to provide essential services; and

WHEREAS, the COVID-19 pandemic has created great economic uncertainty and is anticipated to have significant impacts on both sales tax and transient occupancy tax; and

WHEREAS, the City Council finds it prudent to reduce expenditures in order to conserve resources for the provision of essential services; and

WHEREAS, the implementation of these priorities requires an amendment to the annual budget.

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

That the Fiscal Year 2019-20 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General Fund		(510,630)

APPROVED and ADOPTED and made effective the same day at a special meeting of the City Council of the City of Crescent City held on the 11th day of May 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: MAY 11, 2020

SUBJECT: CITY-WIDE ENERGY PERFORMANCE AUDIT AND ENERGY EFFICIENCY PROGRAM RFP

RECOMMENDATION

- Hear staff report
- Receive public comment
- Authorize the City Manager to advertise a request for proposals (RFP) for a City-Wide Energy Performance Audit and Energy Efficiency Program

BACKGROUND

The City maintains a goal of seeking methods to create efficiencies and add additional value without compromising safety or performance in all its efforts. During the Fiscal Year 2019-20 budget workshop, staff presented the idea of utilizing an engineering/contracting firm to review the city's various systems, water, sewer, streetlights, etc., and look for opportunities to develop projects that will ultimately save money and create efficiencies for the City.

The City-wide energy performance audit and energy efficient program is more than simply evaluating possible energy saving through items like converting to more efficient pumps and lighting at the City's various facilities; the selected company would also be looking at possible new projects that would enhance the City, save money, or promote general efficiency in the City.

ITEM ANALYSIS

The ultimate goal of the RFP process is to engage a firm that will help the City identify, design, install, maintain, monitor and arrange financing of large-scale, comprehensive water, sewer, and energy system improvements and operational efficiency programs.

City staff will receive and evaluate the proposals in accordance with guidelines in the RFP. After the evaluation process, staff will make a recommendation to the City Council for approval of a contract. The project is anticipated to consist of a phased approach:

- (1) Energy Efficiency Audit: preparation of the energy audit and identification and analysis of potential efficiency projects.
- (2) Project Development: engineering, design, development of plans and specifications, project budget, financing options.
- (3) Program Implementation: construction, installation, training, service and maintenance.

After selecting the successful firm, a professional services agreement will be entered into for Phase One of the Project. If the City Council selects one or more energy efficiency projects to implement, then a Project Development Agreement will be entered into for Phase Two. Phase Three will be governed either by the Project Development Agreement or by a separate Performance Agreement detailing terms of construction / installation, service and maintenance, as well as performance guarantees.

TENTATIVE RFP SCHEDULE:

- May 12th, 2020 Advertise and Issue RFP
- June 8th, 2020 Proposals due
- June 15th, 2020 City Council selects firm
- July 6th, 2020 Project Development Agreement to Council

FISCAL ANALYSIS

Current impacts to the budget will be limited to staff time. No funds have been specifically set aside for this process or possible projects. The intent is to begin the process and then negotiate with the selected firm to develop a budget for fiscal year 2020-21.

A firm will only be engaged if funds become available. Projects should only be selected if they make financial sense meaning that project expenses are able to be recouped through verified savings or efficiencies.

STRATEGIC PLAN ASSESSMENT

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

ATTACHMENTS

1. RFP for City-Wide Energy Performance Audit and Energy Efficiency Program

Staff review:


CM



City of Crescent City
REQUEST FOR
PROPOSALS

FOR

CITY-WIDE ENERGY PERFORMANCE
AUDIT AND ENERGY EFFICIENCY PROGRAM

May 12, 2020

Due Date: June 8th, 2020
Due Time: 3:30 PM PST
Location: City of Crescent City
Attn: Jon Olson, Public Works Director
377 J Street
Crescent City, CA 95531

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Section 1: City Summary

Crescent City is located in Del Norte County along Highway 101 on the Northern California coast about 20 miles south of the Oregon border. Primary industries within the region have historically included logging and fishing. Major industries now also include tourism and the Pelican Bay State Prison located just north of the City. The City of Crescent City is an economically disadvantaged community with a median household income of approximately \$37,000 per year. The current estimated population of the City is approximately 6,805, with about 2,700 of those people residing in Pelican Bay State Prison.

The City of Crescent City, incorporated in 1854, is a general law city that owns, operates, and maintains approximately 11 facilities and 25 buildings, including the following: water quality laboratory, wastewater treatment plant (operated and maintained by a third party), municipal water system, sewer collection system, RV park, city hall (current building and a proposed future building, currently vacant), office building, cultural center, police department, fire hall, shop buildings, municipal swimming pool (indoor), multiple parks, street light system, and various storage buildings. The City's goal is to increase energy efficiencies and reduce operational costs city-wide.

Section 2: Request for Proposals

The City of Crescent City (the "City") invites proposals from qualified firms to (1) perform an energy audit of all City facilities and (2) ultimately implement a full range of energy services, energy conservation measures, energy generation and related improvements and programs (the "Project"). The City is seeking to partner with a firm that is qualified to provide holistic, turn-key energy savings projects that further advance the City's goal to operate at maximum efficiency in terms of both monetary costs and impact to the environment.

The City proposes to implement a program to upgrade outdated and obsolete energy components of its systems, including its sewer and water infrastructure, and to perform operational improvements that will result in reduced energy usage and related operating cost savings. The City intends to structure the program's implementation schedule in a manner to minimize financed capital needs. There will be three phases to the Project: (1) preparation of the energy audit and identification of potential efficiency projects; (2) project development (engineering assessment, design, project budget, financing options, selection of projects); and (3) program implementation (construction, commissioning, training, service and maintenance).

Proposals must be submitted in writing and signed by an authorized officer of the responding firm. The City reserves the right to deem any proposal as non-responsive and to give it no further consideration. The City also reserves the right to request clarification and/or additional information from any responding firm or waive any irregularities of any proposal.

Proposals are due no later than 3:30 pm June 8th, 2020. Proposals submitted after this time will not be accepted, and responses that are incomplete or do not conform to the requirements of this RFP will not be considered. Proposals must be no more than 35 pages, not including title page and appendices. Responding firms must submit one (1) signed original and four (4) printed copies of submittals in a sealed

envelope marked "Proposal to Provide Energy Performance Audit and Energy Efficiency Services." Fax or email proposals will not be accepted. Proposals must be delivered to the City via US Mail or express courier as follows:

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

The envelope is to be marked "Proposal for Energy Efficiency Audit / Program." Questions and requests for clarification on this RFP must be submitted in writing no later than 5:00 pm Tuesday, May 21st, 2020 to Eric Wier, City Manager at ewier@crescentcity.org. Verbal inquiries will not be addressed.

Tentative Timeline

The selection of a firm for the Project is expected to progress according to the following tentative timeline:

- May 12, 2020 Advertise and Issue RFP
- June 8, 2020 Proposals due
- June 15, 2020 City Council selects firm
- July 6, 2020 Agreement to Council

IT IS ANTICIPATED THAT PORTIONS OF THIS PROJECT CONSISTING OF CONSTRUCTION, INSTALLATION OR MAINTENANCE MAY BE SUBJECT TO CALIFORNIA PREVAILING WAGE LAWS.

Section 3: Project Goals

The goals of this Project are to identify energy-saving solutions through a city-wide audit and to develop and implement a comprehensive package of energy-savings measures and related infrastructure improvements, with zero capital outlay from the City, that will pay for themselves over time from cost savings and that will continue to reduce operational costs of the City once paid for. The ultimate goal for the City is to have the services and capital improvements financed through an energy performance contract which can accomplish the following:

- Achieves significant long-term cost savings through reduced energy use and related operating cost savings;
- Achieves an annual guarantee for cost savings for each year of the contract;
- Turn-key project design and implementation of improvements and updates to the City's infrastructure;
- Upgrades old and/or inefficient systems;
- Maintains consistent and reasonable levels of occupant comfort;
- Maintains building functionality and compatibility with existing equipment;
- Improves utilization of technology to achieve optimum performance and savings;
- Provides additional benefits that directly result from energy related services and capital improvements, reduced maintenance needs, improved indoor air quality, reduction in loss or use of water, building improvements, etc.;
- Minimizes financial and technical risk to the City;
- Provides training to employees on maintenance and repair of equipment and controls; and
- Provides comprehensive funding solutions.

Section 4: Scope of Work

There are anticipated to be three phases to the Project:

- (1) Energy Efficiency Audit: preparation of the energy audit and identification and analysis of potential efficiency projects.
- (2) Project Development: engineering, design, development of plans and specifications, project budget, financing options.
- (3) Program Implementation: construction, commissioning, training, service and maintenance.

PHASE ONE – ENERGY EFFICIENCY AUDIT

The City anticipates that the following specific tasks will be performed by the selected firm under Phase One:

- A. Project Kick-Off Meeting: Introduce staff, provide any background information/data needs of the firm, confirm work order and tasks to be performed, prioritize the facilities, and discuss expectations, reporting requirements and the communications process.
- B. Report on Current and Potential City Energy Efficiencies and On-site Generation Options:
 1. Analyze and report on energy efficiency (electricity and gas) usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments:
 - a. Existing equipment;
 - b. Equipment replacement, repair, or rehabilitation;
 - c. Potential alternative processes;
 - d. Proposed energy efficiency and conservation projects;
 - e. Equipment controls;
 - f. Lighting (internal/external for buildings/parks and remaining non-LED street lights);
 - g. Heating ventilation & air conditioning (HVAC) system;
 - h. Open standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investment, plus enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.;
 - i. Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology;
 - j. Infrastructure improvements that reduce energy and/or reduce operating costs, including the reduction of water use/loss in the water system;
 - k. Automation;
 - l. Space utilization and programming;
 - m. Pumps;
 - n. Non Computerized Irrigation Systems (CIS) Irrigation Controllers;
 - o. Building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage. Building site visits should include: review of historical data of existing energy usage, meeting with the facilities' staff,

- touring the facilities, identifying all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.;
 - p. Solar potential, alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use; and
 - q. Each proposed project will be discussed on a facility-by-facility basis with separate savings and cost analysis; all project cost analyses shall include cost of materials, lifecycle analysis, labor, engineering design, permits, project management, commissioning of the measures, and staff training.
2. Conduct a feasibility review for onsite power generation using fuel cells, micro-turbines, heat recovery systems, solar photovoltaic cells, solar water heating and cogeneration, including, without limitation, serving some or all of the City's electrical load with onsite generation options or other efforts as applicable.
 3. Identify any other cost efficient energy-efficient equipment, on-site power generation, heat recovery or renewable energy systems that would provide a benefit to the City.
 4. Conduct an assessment of City usage and policies as they affect energy usage and cost.
 5. Summarize pre-existing energy conditions at City facilities and quantify energy savings that are projected to be realized as a result of future projects and projects that may be in progress.
 6. Provide a comprehensive list of specific energy efficiency projects to be considered during the next three to five years, including descriptions of the projects, job creation and/or retention, GHG reduction benefits, any restrictions or limitations, and permits required, with a cost/benefit analysis prepared for all potential energy efficiency projects proposed for implementation.
 7. Provide a comprehensive list of potential revenue and funding sources/grants/incentive programs or rebates, including regional programs, that could result in revenue to the City to offset rising energy costs, including a description of the funding source/program, the method for applying for those funds, any requirements or limitations (such as matching funds from the City), and the estimated funds the City could receive.
 8. For all proposed recommendations, provide a full lifecycle economic assessment with and without available federal, state or utility company rebates, including estimated installation cost, cost of maintenance, insurance, and all other costs.
 9. Contractor shall also work directly with Pacific Power to exploit their incentives for lighting, HVAC, Controls, and any other Pacific Power provided incentives in order to maximize savings and reduce project costs to the City. Contract must provide a comprehensive list and methods for utilizing possible incentives.

The contract for Phase One of the project will need to be substantially similar to the City's standard Professional Services Agreement, with insurance requirements, included as Attachment "A."

PHASE TWO – PROJECT DEVELOPMENT:

The City retains the final decision on which potential projects to ultimately implement (some, none, or all), and the prioritization/timing for project implementation. The City further retains the exclusive right to modify the project list prioritization and whether or not a potential project is ultimately contracted for implementation. If the City selects one or more projects to implement, then the parties will enter into a project development agreement to carry out Phase Two, which will include, at a minimum, the

engineering, design, development of plans and specifications, project budget, and financing options for one or more selected projects.

PHASE THREE – PROGRAM IMPLEMENTATION:

Phase Three includes the construction and implementation of selected projects. Phase Three terms may also be covered in the project development agreement or in a separate performance agreement. Phase Three terms will include constructing the project, training, service, and maintenance of the program. It will also include performance guarantees.

Section 5: Project Development Agreement Terms Anticipated

The following terms are anticipated to become a part of the Project Development Agreement/Performance Agreement with the City:

- The selected firm will assist the City in procuring cost-effective funding for the selected project(s).
- The selected firm will provide a written guarantee that the value of all revenue enhancements and avoided operational costs will meet or exceed the operational amortized cost of any system improvements and avoided operational cost measures.
- The selected firm will reimburse the City for any shortfall of guaranteed energy and/or operational avoided costs.
- The selected firm will provide a 100 percent performance guarantee bond to City for the installation and faithful performance of the installed system improvements and/or operational avoided cost measures.
- The selected firm will provide to the City an annual reconciliation of guaranteed revenue enhancement and operational avoided cost savings. Proposer shall be liable for any annual savings shortfall that may occur.
- All proposed Energy Conservation Measures must be provided on a turn-key basis, including all necessary permits, engineering, design, installation, commissioning, delivery, training, warranty service, and regulatory compliance.
- All equipment used for this program must be approved by the City prior to installation. The City has the right to select any or all of the equipment used for this program, by manufacturer and/or brand, based upon the City's prior experience with, or standardization of, the equipment, and knowledge of equipment quality and manufacturer's reputation as long as such selection positively effects equivalent or better efficiency as originally specified by the selected firm.
- Additional contract terms may include, but are not limited to:
 - Life-cycle pro-forma of proposed energy improvements, including reasonable and fully documented annual energy, operations and maintenance costs, and savings;
 - Full documentation of project labor and materials costs;
 - Payment and performance bonds will be required for construction;
 - Detailed description of services to be provided;
 - Project key staffing assignments and guarantee of availability of assigned key staff to work on the project;
 - Specific financing arrangements and terms;
 - Estimates of water and energy savings in annual and life-cycle kwh, kW, therms, gallons, or other appropriate units;

- A detailed description of, and plan for, ongoing measurement and verification to quantify and document project energy and cost savings and performance;
 - A requirement for a performance bond guaranteeing that the facility will be either completed as planned or restored to the original condition in the event of default; and
 - A clause specifying who will be responsible for maintaining the equipment to ensure cost savings and continued equipment optimum performance.
- The selected firm will be required to comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in any Contract with the City, including but not limited to the following, as appropriate:
 - Division 2, part 7, chapter 1 (commencing with section 1720) of the California Labor Code, which requires payment of prevailing wages and regulates working hours.
 - Sections 11135 and 12940 of the California Government Code, which prohibit employment discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex. Workers' safety laws, including but not limited to regulations promulgated by Cal-OSHA.
- The proposal is expected to be inclusive of all necessary permits, including but not limited to permits required by the State of California as well as all taxes and regulatory fees.
- All products and components incorporated into planning, design or construction must conform to the following, standards and rating methodologies and relevant building codes:
 - All equipment provided, where applicable must meet the equipment certification and eligibility requirements of the associated Rebate or grant funding program.
 - Occupational Health and Safety Administration (OSHA) directives.
 - All design and construction work must comply with California's requirements.

As an example of the contract for the audit portion of the project, a copy of the City's standard Professional Services Agreement, with insurance requirements, is included as Attachment "A."

Section 6: Desired Qualifications

The following qualifications are strongly desired, but not strictly required, of firms responding to this proposal:

- Accreditation by the National Association of Energy Service Companies (NAESCO) as an Energy Service Company (ESCO) or Energy Service Provider (ESP) is highly recommended.
- A minimum of ten years' experience in the analysis, solution development, design, implementation, and installation of water and wastewater infrastructure improvement measures in the United States.
- Successfully implemented at least five (5) contracts for the public sector clients in the last 5 years.
- Active General Contractor license in California for a minimum of 24 months.
- Minimum of \$10 Million in bonding capacity for a single project.
- Implementation of comprehensive energy conservation measures on public works projects such as water/wastewater districts, county, and municipal facilities.
- Experience procuring electric and natural gas utility company incentives.
- Ability to provide a team of California licensed mechanical, electrical, structural and civil engineers as may be necessary.
- Ability to provide 24-hour service and support.

- Able to contractually commit that the team defined in the qualification statement will perform on this energy services contract should it be chosen.
- Demonstrated experience in retrofitting municipal infrastructure to reduce energy consumption including but not limited to:
 - Building Automation Systems and Energy Management Control Systems
 - Heating, Ventilation and Air Conditioning Systems
 - Lighting Upgrades to LED
 - Electric Motor and motor controllers/drives
 - Energy/Utility Distribution Systems
 - Water and Sewer Conservation Systems
 - Process improvements to reduce utility consumption
 - Commissioning/retro-commissioning
 - Advanced Metering Systems for water utilities
 - Plug load management
 - Technologies related to water utilities
 - Technologies related to wastewater treatment

Section 7: Proposal Requirements

One signed original and four (4) copies of the proposal must be submitted. The proposal is to be based on the Scope of Work and must also respond and conform to the overall RFP requirements. The proposal must include, but not be limited to, the following information:

1. The Firm's Background.

Describe your firm and include the following:

- a. Brief history of the firm and organizational structure.
- b. Previous operating names (dba) used other than the current business name.
- c. Location(s) of offices.
- d. Key differentiating factors and areas of expertise.
- e. Prior experience performing similar services, particularly for municipal governments.
- f. Listing of firm's resources and financial capacity to perform the Scope of Work and meet all requirements of this RFP.
- g. List of personnel to be used on this project including resumes describing their qualifications and experience with projects of a similar size and scope.
- h. Provide a list of all proposed sub-contractors (if any), their background, qualifications and degree of involvement.

2. Project Understanding & Approach.

- a. Provide a brief statement of the firm's understanding of the project and a list of the project's critical elements.
- b. Provide a description of the firm's approach to performing energy audits and identifying energy efficiency improvement measures.
- c. Provide a description of the firm's approach to managing the project and procedures for minimizing occupant disruptions.
- d. Provide a description of your process for construction, project management, inspection and project close-out.

- e. Provide a description of the firm's approach to researching and identifying funding sources such as grants, loans, etc.
- 3. Additional Benefits and Value Added Elements.**

Please describe any additional benefits that may result from energy conservation measure implementation including, but not limited to, the potential greenhouse emissions reductions and the number of jobs created. Discuss the firm's added value elements in implementing this energy program including managing the application process and other associated requirements.
- 4. Savings Measurement and Verification (M&V) Methodologies.**
 - a. Describe the firm's approach to projecting and proving energy savings.
 - b. Describe the methodology, formulas and reporting of the savings and the associated International Performance Measurement & Verification Protocol (IPMVP) option used to quantify savings.
 - c. Provide a description of monitoring services available after installation to ensure continued savings.
 - d. Submit one (1) copy of a recent Measurement & Verification Report, for a Local Government Project.
- 5. Funding Experience.**
 - Provide information documenting sources of financing and financing methods available to City. Indicate the prior use and experience with this method of financing and provide letters of commitment from the financing entity.
 - Describe your experience with the California Energy Commission (CEC) loan program
 - Describe your experience leveraging rebates and grants from utility providers and others.
- 6. Performance Guarantees.** Provide a detailed description of your firm's performance guarantees and the method for formulating those guarantees, including standard terms.
- 7. Warranties and Service.** Describe how warranty issues are handled and the firm's ability to perform service and maintenance on either an as-needed or on-going basis.
- 8. The Firm's Financial Strength**
 - a. Provide the firm's three most recent audited financial reports and most recent interim report. The audited financial reports must be for the business entity that would provide the guarantee of performance.
 - b. Demonstrate your firm's financial capacity to successfully carry out this Project.
 - c. Provide a letter from a bonding company stating the firm's bonding limits and bond rating.
 - d. Provide a letter from insurance provider stating insurance coverage limits and insurance rating.
- 9. Construction & Safety**
 - a. Provide a list of all California State Contracting Licenses; identify classification numbers and issuance date for each classification.
 - b. Identify if your firm is accredited by NAESCO.
 - c. Identify if your firm is qualified by the US Department of Energy to perform energy services.
 - d. Provide the firm's Experience Modification Rate.

e. Describe the firm's safety program.

10. References.

Provide detailed project history for a minimum of three (3) public sector clients the firm has contracted with for similar energy performance consulting services. Describe the Scope of Work of the project indicating start/completion date, services and equipment provided, project size, total project savings, funding description, and any additional benefits to the customer.

11. Schedule. Submit a detailed schedule as well as description of tasks, subtasks and deliverables.

12. Fee Proposal. Submit the firm's fee proposal for the auditing, development, and other processes to deliver a construction contract.

13. Statement. A statement that the firm accepts all terms and conditions outlined in the City's Standard Professional Service agreement. A copy of the City's standard Professional Services Agreement is included as Attachment "A" for reference.

14. Performance Contract. Provide one or more performance contracts that have been entered into with other local government agencies.

15. Additional Information. Provide any additional information you believe will be helpful to assist in the review of your proposal. Include any attachments, exhibits, or reports which may help us gain an understanding of your firm's ability to provide this service to the City.

Section 8: Firm Selection Process & Criteria

All proposals will be reviewed by City staff. The various significant criteria that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor or criteria including price. The relative importance of those factors involves judgment on the part of City staff and will include both objective and subjective analysis. A firm may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

A committee consisting of representatives of the City will review and rank each proposal based on the evaluation criteria identified below:

Qualifications	20%
Infrastructure Improvement Project Experience	20%
Price and Best Value	10%
Technical Approach	15%
Project Management Plan	10%
Warranty and Service	5%
Measurement, Verification, and Guarantee	20%

The City reserves the right to request clarification of additional information from any firm at any time. After evaluating the proposals and discussing them further with the finalists, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

The contract will be awarded to the firm who meets all of the RFP requirements, offers the most advantageous combination of low price and high ranking for various components contained herein, and whose proposal best serves the interest of the City as determined by City Council.

At any point, if the City determines the work is not progressing in a satisfactory manner, then the City has the right to request a new project manager and/or terminate the contract with the selected firm(s).

Any changes to the RFP requirements will be made by addendum. All addenda must be signed by proposers and attached to the proposal. Failure to attach any addenda may render the proposal non-responsive and cause it to be eliminated from consideration.

Section 9: Insurance Requirements

The selected firm will be required to provide proof of insurance in accordance with the following minimum requirements for the various phases of the Project:

	POLICY TYPE	MINIMUM COVERAGE LIMITS
(a)	Workers' Compensation	Per California Law
(b)	Employer's Liability	\$1,000,000 per accident for BI/Disease
(c)	Automobile Liability ISO Form # CA 0001	\$1,000,000 per accident for BI/PD, for all owned, non-owned and hired vehicles
(d)	Commercial General Liability ISO Form # CG 00 01	\$2,000,000 per occurrence for BI/PD, products and completed operations, personal and advertising injury; \$4,000,000 aggregate
(e)	Professional Liability (E&O)	\$1,000,000 per occurrence or claim; \$2,000,000 aggregate

Section 10: Right to Reject All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses, correspondence, proposals, reports, charts, displays, schedules, exhibits, and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the

right to negotiate all final terms and conditions of any agreement entered into. The City will not be responsible for any expenses incurred by any firm in preparing and submitting a response to this RFP.

Section 11: Attachments

- A. Sample Professional Services Agreement

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL
FROM: ERIC WIER, CITY MANAGER
BY: RICHARD GRIFFIN, CHIEF OF POLICE
DATE: MAY 11, 2020
SUBJECT: CCPD CADET PROGRAM

RECOMMENDATION

- Hear staff report
- Receive public comment
- Receive direction from City Council to maintain donation program to fund a cadet program
- Adopt Resolution No. 2020-35, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET

BACKGROUND

The Crescent City Police Department is looking to re-start our Police Cadet Program. The CCPD has a long history of cadets who have been through our program and eventually made their way into the law enforcement profession and other professions. We are looking to get a group of youth, ages 14 to 21, to begin weekly meetings with senior officers here at the police department. The focus of the meetings would be to train them as if they were young entrepreneurs and help give them skills to get a head start on life that they might not be currently getting. There will be a focus on the law enforcement profession, but we would also focus on topics like how to interview for a job, fill out applications, how to dress, prepare for college, etc. We would bring in different business leaders/owners from around the community to show them different aspects of business and how they were successful as well. This program would hopefully bring in around 10-15 students a year that would benefit greatly from it.

ANALYSIS

Chief Richard Griffin was able to present this program to the Wild Rivers Community Foundation recently and received a donation of \$7500. This initial donation will go towards uniforms, supplies, and training opportunities. An ongoing budget line for donations would allow for the program to continue. We would be looking to utilize fundraising as a source of income for this program as well. One possible fundraising source currently being looked at is selling commemorative shirts, patches, and challenge coins.

FISCAL IMPACT

There will be no net fiscal impact to the City of Crescent City for this Cadet program. It would be funded completely through donations and fundraising. A budget amendment is attached that would allow the receipt of donations and a corresponding expenditure.

ATTACHMENTS

- Resolution 2020-35

CM: EW

RESOLUTION NO. 2020-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AMENDING THE FISCAL YEAR 2019-20 BUDGET
OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2019, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 17th day of June 2019; and

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

WHEREAS, the Chief of Police has secured a donation to support the implementation of a cadet program; and

WHEREAS, the maintenance of the cadet program using donated 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 2019-20 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	\$7,500	\$7,500

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 11th day of May 2020, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Patch, City Clerk