



# CITY OF CRESCENT CITY

Mayor Jason Greenough  
Council Member Raymond Altman  
Council Member Isaiah Wright

Mayor Pro Tem Blake Inscore  
Council Member Beau Smith

## AGENDA REGULAR CITY COUNCIL MEETING VIRTUAL VIA ZOOM

**MONDAY**

**MAY 17, 2021**

**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](http://www.crescentcity.org)); (2) watch the meeting via livestream on YouTube (Channel: City of Crescent City, California) and submit comments via [publiccomment@crescentcity.org](mailto: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, May 17, 2021. If you require a special accommodation, please contact City Clerk Robin Patch at 464-7483 ext. 223.

**ZOOM PHONE NUMBER: (253) 215-8782 OPEN SESSION WEBINAR ID: 867 0164 2294**

### **OPEN SESSION**

Call to order  
Roll call  
Pledge of Allegiance

*\*Moment of silence for Joe Borges, retired Equipment Operator II, City of Crescent City*

### **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. Chief Commendations for Sgt. Lopez, Officer Balch, and Officer Valero**

## **CONSENT CALENDAR**

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

- *Recommendation: Approve the May 3, 2021 special meeting minutes of the City Council.*

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

- *Recommendation: Receive and file the warrant claims list for the period April 24, 2021, through May 7, 2021.*

### **4. Payroll Report**

- *Recommendation: Receive and file the biweekly payroll report for the period ending May 8, 2021, paid May 14, 2021.*

### **5. Budget-to-Actual Financial Report for April 2021**

- *Recommendation: Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of April 2021*

### **6. Wastewater Treatment Plant Paving Notice of Completion**

- *Recommendation: Authorize the City Manager to sign and file a notice of completion for the Crescent City Wastewater Treatment Plant Paving Project*

### **7. Budget for CDBG-CV Program – Mobile Food Pantry**

- *Recommendation: Adopt Resolution No. 2021-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY*

### **8. 2017 CDBG Subrecipient Agreement with North Coast Rape Crisis Team - Budget Transfer**

- *Recommendation: Authorize the City Manager to sign Amendment No. 2 to the Subrecipient Agreement with the North Coast Rape Crisis Team for budget line-item transfer in 2017 CDBG grant funding*

### **9. Budget for 2020 CDBG Program – North Coast Rape Crisis Team**

- *Recommendation: Adopt Resolution No. 2021-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY*

### **10. Creation of Special Revenue Fund for American Rescue Plan Act of 2021**

- *Recommendation: Adopt Resolution No. 2021-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CREATION OF A NEW SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN FUNDING*

### **11. General Fund Revenue Update**

- *Recommendation: Adopt Resolution No. 2021-28, A RESOLUTION OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY*

## **REPORTS AND PRESENTATIONS - None**

## **PUBLIC HEARINGS - None**

## **CONTINUING BUSINESS - None**

## **NEW BUSINESS**

### **12. WWTP Rotating Biological Contactor (RBC) Capital Upgrade, Membrane Bioreactor (MBR) Replacement and Biosolids/Digester Optimization Plan – Technical Assistance Planning Grant**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Adopt Resolution No. 2021-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AND NUMBER SWRCB0000000000D2001037 WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PURPOSE OF PROJECT NUMBER C-06-8558-110*
- *Adopt Resolution No. 2021-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY*
- *Direct staff to draft and solicit a request for qualifications for this project*

### **13. Technical Assistance Grants for Sewer and Water Rate Studies**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Authorize staff to coordinate with the consultant selected by the State Water Resources Control Board to develop sewer and water rate studies*

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

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Adopt Resolution No. 2021-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 TO BE FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017*

### **15. Crescent Fire Protection Benefit Assessment Ballot**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Vote to approve or not approve the proposed benefit assessment for Fire Protection and Emergency Response Services for the eligible City owned parcels located in the Crescent Fire Protection District subject to the assessment*
- *Adopt Resolution No. 2021-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY IN SUPPORT OF CRESCENT FIRE PROTECTION DISTRICT'S PROPOSED FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES ASSESSMENT*

## **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 Economic Development Strategic Action Plan Workshop with the City Council of the City of Crescent City scheduled for Thursday, May 20, 2021 at 5:30 p.m., via Zoom, Crescent City, CA 95531.

### **POSTED:**

May 14, 2021

/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





Police Chief Commendations

Sergeant Anthony Lopez

Police Officer Tyler Balch

Police Officer Magnolia Valero



# CITY OF CRESCENT CITY

Mayor Jason Greenough  
Council Member Raymond Altman  
Council Member Isaiah Wright

Mayor Pro Tem Blake Inscore  
Council Member Beau Smith

## MINUTES REGULAR CITY COUNCIL MEETING VIRTUAL VIA ZOOM

**MONDAY**

**MAY 3, 2021**

**6:00 P.M.**

### **OPEN SESSION**

**Call to order** Mayor Greenough called the meeting to order at 6:01 p.m.

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

**Pledge of Allegiance** led by Mayor Greenough

### **PUBLIC COMMENT PERIOD**

*There were no public comments.*

### **CEREMONIAL ITEMS**

#### **1. Chief Commendations for Sgt. Ed Wilson and Officer Daniel Sanders**

Chief Griffin reported to the Council an incredible incident where Sgt. Wilson and Officer Sanders were on scene with a suicidal subject. Sgt. Wilson and Officer Sanders demonstrated calm under pressure and were able to deescalate the situation and get the person medical assistance.

#### **2. National Peace Officers Memorial Day Proclamation**

Mayor Greenough read aloud the proclamation; Chief Griffin expressed the importance of acknowledging this week, especially with events around the nation. He encouraged everyone to seek coming together, instead of being pushed apart.

#### **3. Children's Day Proclamation**

Mayor Pro Tem Inscore read the proclamation aloud and expressed how this was a great way to celebrate along with our Sister City, Rikuzentakata, Japan.

#### **4. National Foster Care Day Proclamation**

Council Member Wright read the proclamation aloud and shared some of his personal experiences as a foster parent.

#### **CONSENT CALENDAR**

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

- *Recommendation: Approve the April 15, 2021 special meeting minutes of the City Council.*

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

- *Recommendation: Receive and file the warrant claims list for the period April 10, 2021, through April 23, 2021.*

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

- *Recommendation: Receive and file the biweekly payroll report for the period ending April 24, 2021, paid April 30, 2021.*

##### **8. Front Street Storm Drain Project Change Order No. 11**

- *Recommendation: Authorize the City Manager to sign Change Order No. 11 with Tidewater Contractors for the Front Street Storm Drain Project*

##### **9. CDBG Consultant Professional Services Agreement**

- *Recommendation: Authorize the City Manager to sign a Professional Services Agreement with Adams Ashby Group, Inc.*

##### **10. DNSWMA Budget**

- *Recommendation: Receive and file the Del Norte Solid Waste Management Authority FY 21/22 Budget*

##### **11. Joint Powers Agreement with Del Norte County Regarding the City's Industrial Pretreatment Program**

- *Recommendation: Approve an Agreement with Del Norte County to Jointly Exercise Powers for Monitoring and Enforcement of Significant Industrial Users Located Within County Service Area No. 1 and Discharging to the Crescent City Wastewater Treatment Plant*

*On a motion by Council Member Wright, seconded by Mayor Pro Tem Inscore, 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 5-11 as presented.*

#### **REPORTS AND PRESENTATIONS**

##### **12. Smith River Alliance – Elk Creek Watershed Presentation**

Grant Werschull and Monica Scholey of the Smith River Alliance gave a presentation to the Council on the Elk Creek restoration feasibility study. Council Member Smith stated that Elk Creek has rich history for our area. Council Member Wright asked what period of time it can be kayaked; Mr. Werschull said when there is more run-off as well as during high tide. Mayor Pro Tem Inscore stated that Crescent City still isn't a destination city but having nature trails at Elk Creek will draw people here. Mayor Greenough stated that conservation is important for this area appreciated the presentation.

## **PUBLIC HEARINGS - None**

## **CONTINUING BUSINESS - None**

## **NEW BUSINESS**

### **13. Pool Fee Discussion**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Provide direction to City staff regarding fees for Fred Endert Municipal Pool*

Recreation and Events Coordinator Director Wendt gave a brief report on how well the swim lessons have been going. Staff was directed back in March 2020 to meet with a Pool Stakeholder group comprised of community members. They reviewed the Master Plan, discussed funding opportunities, assessed programs and evaluated the fee schedule. The last update to the Fee Schedule for the pool was done in 2018 and minimum wage has increased since then. The group recommended charging the Youth designation to ages 7-17 and discontinue the fee for Child (3-6) as a parent/adult is required to be with youth ages 3-6 at all times. She showed the Council a fee comparison with like cities. Additional fee updates, increasing the price of slide usage during rentals from \$30 to \$50 to cover the costs for the additional staff required to operate it, to eliminate the 50-punch pass and regarding the 10 Punch Pass, for the cost of nine visits, you get 10, therefore a discount is offered there. City Manager Wier stated these changes will show a revenue of \$21k a year. Mayor Pro Tem Inscore said that its easier to inform constituents when there is a clear explanation of why things are being done. Appreciates the presentation and all of the work being done that has brought us to this point. Council Member Altman thanked Director Wendt for a job well done and that the comparison rates seemed fair. Mayor Greenough stated it is difficult for him to agree to raise rates when we've just raised the sales tax. There are other ways to fund the Pool; the County should also help fund the pool since County residents also use the facility. Director Wendt stated that they are eliminating the discount prices; City Manager Wier stated that they are also getting rid of the 50-punch passes which was a huge discount. Mayor Greenough asked if the County has been contacted about the Pool; City Manager Wier stated that the 2x2 will be set up soon. Council Member Smith asked if there was a way to allow help for disadvantaged people to be able to use the pool; Mayor Greenough asked about eliminating the 3-6 fee – what is the cost; Director Wendt stated that she would have to research it and advise. The plan is to align our current fees with what other cities of like size were charging. Council Member Altman asked about the tshirts, etc for the Pool; Director Wendt stated that is presently in the process.

Teena Suzuki: asked about non-resident fees; a lot of people from Brookings come and use our pool.

Mayor Pro Tem Inscore stated that regarding the timing of the pool fees is because the pool will eventually be completely open and it's an easier message now as we reopen. This is our long-term sustainable rate structure that will help us take advantage of getting a little more revenue. It's also to encourage the younger children of the community to get in the pool as was a priority in the beginning (swim lessons). Council Member Smith stated that he agrees with Mayor Pro Tem Inscore with the timing; is hesitant to increase rates due to the uptick in taxes recently. Mayor Greenough said that the rate structure makes sense; would like the City to do more outreach before increasing rates, such as meeting with the County to discuss partial funding of the pool. Council Member Altman stated he felt the same as Mayor Greenough and Council Member Smith, however, the pool is very expensive to run and we are running at a deficit. Agrees with meeting with the County to discuss assisting in the funding of the pool. There is a chlorine shortage, therefore expenses are going to increase. Does feel we need to find other ways to fund the pool

than raising rates. Council Member Wright that if we are holding off on the fees, the increase in the slide rental is something that should move forward. *There was unanimous consensus from the Council to raise the fee for the slide rental.* Council Member Altman asked if there was a non-resident fee included in there as well; City Manager Wier stated it hasn't been worked in just yet. Counsilman-Hunsaker said that what should be done is regular rates and then offer a discount to City residents. This comes with challenges as you would have to prove you are a City resident to get the discount.

Currently: Daily rates: \$5 youth, \$5 Seniors, \$5.50 Adult

Proposed: Daily rates: \$4 youth, \$5 Seniors and \$6 for adults.

Mayor Pro Tem Inscore stated he agrees with the proposed rate structure; Council Member Wright stated he concurs with Mayor Pro Tem Inscore. Lowering the children's fee will promote youth using the pool as has been our main focus. Mayor Greenough asked about 4 grader swim lessons discussions with DNUSD? City Manager Wier stated that a meeting with Superintendent Harris is forthcoming and this will be discussed. Mayor Pro Tem Inscore recommended a Pool Scholarship Fund for those who may not be able to afford using the pool. Director Wendt stated that the last Swim Camp that was done we had a scholarship. Council Member Altman asked what the desired direction for the discussion tonight and when the last time we raised the rates; Director Wier stated the fees were raised in 2017; City Manager Wier stated that they are needing direction from the Council for the fee schedule that will be coming at another Council meeting. The Council would like to see more community engagement for the proposed fees; City Manager Wier stated that will happen and be brought back before the Council. Director Wendt asked if we were just discussing the raising fees or discontinuing the discount price? Mayor Pro Tem Inscore stated only the raising of the fees.

#### **14. Amendment No. 1 to Contract for WWTP Operations, Maintenance, and Management Services**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve Amendment No. 1 to the Contract Operations, Maintenance, and Management Services, Wastewater Treatment Plant for the City of Crescent City, California*
- *Adopt Resolution No. 2021-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2021-22 OPERATING BUDGET OF THE CITY OF CRESCENT CITY*

Director Olson stated that the operations of the WWTP with Jacobs has been going very well and communication has been ongoing; Dennis Burrell of Jacobs agreed with Director Olson. City Manager Wier stated that a change to the contract is to the cost performance index (CPI); the RFP from Jacobs did not include prevailing wage, which it should have. Jacobs has agreed to split the cost with the City as this was just recently discovered and discussed. WWTP Manager David Zevely said that there has been great cooperation and the staff has become a great working team. Council Member Smith asked about a current contract that is just now including prevailing wage; Director Olson stated that it was understood that prevailing wage was excluded for this type of work, therefore it was not included in the RFP, Jacobs as a company decided to implement the prevailing wage. City Manager Wier explained the expenses, the way the contract was written, and that Jacobs is willing to split the cost with the City.

*On a motion by Mayor Pro Tem Inscore, seconded by Council Member Wright, and carried on a 4-1 polled vote with Council Member Smith voting no, the City Council of the City of Crescent City approved Amendment No. 1 to the Contract Operations, Maintenance, and Management*

*Services, Wastewater Treatment Plant for the City of Crescent City, California and adopted Resolution No. 2021-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2021-22 OPERATING BUDGET OF THE CITY OF CRESCENT CITY.*

#### **15. Community Power Resiliency Allocation (PSPS) for CCPD Generator Project**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Adopt Resolution No. 2021-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FY20/21 BUDGET OF THE CITY OF CRESCENT CITY*
- *Authorize the City Manager to sign any grant documents related to the 2021 Community Power Resiliency Allocation (PSPS) to complete the CCPD generator project and installation*

Chief Griffin explained to the Council that during the last power outage he discovered that the generator they had was not working properly. In order to continue emergency operations, one had to be borrowed from the City Yard. The replacement generator he found would power the building, just not the heat, therefore they will use space heaters. City Manager Wier stated that the 20k watt generator is just enough to power the building; for the Council to consider is to look at a 24k watt generator that would power the heat pump adequately. This generator is \$12k with the same install cost; if the Council were to approve it, the resolution would just be modified. Would like the Council to consider adding \$6k to the resolution so a generator can be purchased to power the whole building. Mayor Pro Tem Inscore spoke in support of getting the equipment that will power the entire building for the PD. Council Member Altman asked if the generator was at ground level; City Manager Wier stated that it is at ground level; Chief Griffin stated that it will be under cover as well. Council Member Altman stated that he was concerned for the generator going underwater in the event of a tsunami; Chief Griffin stated that his plan would be to have the PD housed at the City Yard in an event of a tsunami and he intends to get another generator in the future for that spot. Mayor Greenough agreed that this is an extremely important piece of equipment for CCPD.

*On a motion by Mayor Pro Tem Inscore, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City of Crescent City adopted Resolution No. 2021-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FY 20/21 BUDGET OF THE CITY OF CRESCENT CITY and authorized the City Manager to sign any grant documents related to the 2021 Community Power Resiliency Allocation (PSPS) to complete the CCPD generator project and installation.*

#### **16. 2021 Rural Fire Capacity Grant Program**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Authorize staff submission of grant application for 2021 Rural Fire Capacity Grant Program in the amount of \$39,966; direct staff to work with the granting agency if awarded*

City Manager Wier explained that this grant will cover the following items: compliant wildland fire shelters, web gear to carry the shelters and water for firefighter hydration, radio chest harnesses to place two-way communications equipment securely on the firefighter's chest while wearing wildland PPE, wildland helmet headlamps, and wildland hose rollers. The total proposed grant

amount is \$39,966. The matching grant funding source covers one-half of the purchase price for the requested equipment, with the other half of the cost is planned to be budgeted in the fiscal 2021/2022 fire department budget.

*On a motion by Council Member Smith, seconded by Council Member Wright and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City authorized staff submission of grant application for 2021 Rural Fire Capacity Grant Program in the amount of \$39,966 and directed staff to work with the granting agency if awarded.*

### **CITY COUNCIL ITEMS**

- **Legislative Matters –** City Manager Wier reported on AB339 which was recently passed regarding public attendance to meetings. AB339 will only apply to cities with a population over 250k
  - The American Recovery Funds is another legislative item staff is following and we are hoping to have the information prior to the upcoming Budget Workshop.
- **City Manager Report and City Council Directives –**
  - Upcoming meetings:
    - May 10 – Municipal Financing Bonds Workshop
    - May 17 – regular Council meeting
    - May 20 – Draft Economic Development Strategic Action Plan (EDSAP) Workshop
    - May 24<sup>th</sup> Budget Workshop with potentially continuing onto the next day, if needed.
- **Reports, Concerns, Referrals, Council travel and training reports –**  
Mayor Greenough: stated that at the Last Chance Grade Stakeholders Group meeting was the discussion to reduce the number of alternative routes.

### **ADJOURNMENT**

Mayor Greenough adjourned the meeting at 8:36 pm to the Municipal Bonds Workshop with Urban Futures with the City Council of the City of Crescent City scheduled for Monday, May 10, 2021 at 5:30 p.m., via Zoom, Crescent City, CA 95531.

### **ATTEST:**

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Robin Patch  
City Clerk/Administrative Analyst



# Accounts Payable

## Checks by Date - Summary by Check Number

User: crawlings  
Printed: 5/11/2021 2:08 PM



REVIEWED  
crawlings , 5/11/2021 ,2:11:40 PM

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
ACH	PERS2	Public Emp Retirement Sys	05/06/2021		0.00	59,580.35
ACH	PERS2	Public Emp Retirement Sys	04/28/2021		0.00	62,703.33
ACH	EDDTAX	State of California EDD TAX Auto Pay	05/05/2021		0.00	3,824.07
ACH	FITTAX	FIT Payroll Taxes Auto Pay	05/05/2021		0.00	17,908.73
ACH	PERS2	Public Emp Retirement Sys	05/05/2021		0.00	26,789.63
438385	SULLM	Michael Sullivan & Sage Ford	04/27/2021	VOID	1,000.00	0.00
438386	ADAMSASF	Adams Ashby Group	04/29/2021		0.00	480.00
438387	BATTSYS	Battery Systems, Inc.	04/29/2021		0.00	507.33
438388	BERTSC	Bertsch-Oceanview Csd	04/29/2021		0.00	9,810.93
438389	CURRYE	Brad Coleman Inc	04/29/2021		0.00	160.85
438390	ZCADEPIN	CA Dept of Industrial Relations	04/29/2021		0.00	225.00
438391	CAMPTO	Campton Electric Inc	04/29/2021		0.00	38.33
438392	CHARTEC	Charter Communications	04/29/2021		0.00	118.23
438393	CHURCH	Churchtree Csd	04/29/2021		0.00	688.61
438394	CLAGWOLF	Claggett Wolfe Associates Inc.	04/29/2021		0.00	8,872.00
438395	DNCOFL	D N Co Flood Control Dist	04/29/2021		0.00	672.39
438396	DNSOLI	County of Del Norte	04/29/2021		0.00	221.64
438397	DNCO	Del Norte County	04/29/2021		0.00	4,068.95
438398	MISSVS	Virginia Delatorre	04/29/2021		0.00	3,780.00
438399	ENGLUN	Englund Marine Supply Co.	04/29/2021		0.00	13.82
438400	VERIZO2	Frontier California Inc	04/29/2021		0.00	216.14
438401	NAPA	GDMI ENT INC	04/29/2021		0.00	711.89
438402	GRAING	Grainger	04/29/2021		0.00	450.68
438403	Home Dep	Home Depot Credit Services	04/29/2021		0.00	1,771.12
438404	INDUSTST	Industrial Steel & Supply Co., Inc	04/29/2021		0.00	416.83
438405	LNCURT	L.N. Curtis & Sons	04/29/2021		0.00	1,368.25
438406	LEXISNEX	LexisNexis Risk Data Management Inc	04/29/2021		0.00	300.00
438407	THRIFT	Malcolm Kelly Inc.	04/29/2021		0.00	871.79
438408	FIRERESC	Chris Mills	04/29/2021		0.00	1,560.00
438409	MISSIO	Mission Linen Supply	04/29/2021		0.00	71.89
438410	NCLAB	North Coast Laboratories LTD	04/29/2021		0.00	50.00
438411	OFFICEDE	Office Depot	04/29/2021		0.00	159.43
438412	JACOBS	Operations Management International, Inc.	04/29/2021		0.00	98,807.53
438413	OREILLY	O'Reilly Auto Enterprises LLC	04/29/2021		0.00	27.59
438414	OTIS E	Otis Elevator Company Inc	04/29/2021		0.00	312.83
438415	MENDES	Pacific Packaging & Supply Co Inc	04/29/2021		0.00	142.48
438416	PLANWEST	Planwest Partners Inc.	04/29/2021		0.00	19,267.00
438417	DNDISP	Recology Del Norte	04/29/2021		0.00	1,542.38
438418	ZEESER	Redman Enterprises	04/29/2021		0.00	223.25
438419	SHNCON	SHN Consulting Engineers & Geologists In	04/29/2021		0.00	5,643.50
438420	DNOFFI	Debra Stover	04/29/2021		0.00	12.36
438421	STOVER	Ward Stover	04/29/2021		0.00	10,807.83
438422	TIDEWA	Tidewater Contractors Inc	04/29/2021		0.00	868.00
438423	CALCARDS	US Bank Corporate Pmt Systems	04/29/2021		0.00	949.01
438424	USPM2	USPS - Hasler	04/29/2021		0.00	2,000.00
438425	ZUMAR	Zumar Industries Inc	04/29/2021		0.00	795.36
438426	CASTATE	CA State Disbursement Unit	05/05/2021		0.00	158.76

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
438427	EDDUI	Employment Development Dept	05/05/2021	0.00	6,165.02
438428	ICMARE	Icma Retirement Trust-457	05/05/2021	0.00	1,945.62
438429	USTREA	Debt Mangement Services US Department	05/05/2021	0.00	209.66
438430	CALORE	AirMedCare	05/06/2021	0.00	49.00
438431	AMFAM	American Family Life	05/06/2021	0.00	2,459.77
438432	AMLIF	Ameritas Life Ins. Corp.	05/06/2021	0.00	4,945.92
438433	CLEA	California Law Enforcement Association	05/06/2021	0.00	269.50
438434	MYERSS	Myers-Stevens & Toohey Co Inc	05/06/2021	0.00	115.50
438435	ZCAJUSTA	ST CA Dept Of Justice	05/06/2021	0.00	64.00
438436	STANDAI	Standard Insurance Company	05/06/2021	0.00	2,348.37
438437	VISION	Vision Service Plan	05/06/2021	0.00	1,167.60
438438	AXON	Axon Enterprise, Inc.	05/06/2021	0.00	5,963.16
438439	ROBERTBL	Black & Rice LLP	05/06/2021	0.00	9,882.00
438440	BLUEST	Blue Star Gas Associates	05/06/2021	0.00	11,454.92
438441	BLUMIRA	Blumira, Inc.	05/06/2021	0.00	1,750.00
438442	CURRYE	Brad Coleman Inc	05/06/2021	0.00	424.24
438443	CHARTEC	Charter Communications	05/06/2021	0.00	488.99
438444	FRESWATE	Freshwater Environmental Services Inc	05/06/2021	0.00	1,330.00
438445	NAPA	GDMI ENT INC	05/06/2021	0.00	735.26
438446	INDEPE	Independent Business Forms, Inc	05/06/2021	0.00	686.36
438447	THRIFT	Malcolm Kelly Inc.	05/06/2021	0.00	45.68
438448	MISSIO	Mission Linen Supply	05/06/2021	0.00	64.30
438449	NCRCT	North Coast Rape Crisis Team	05/06/2021	0.00	13,737.02
438450	PACPOW	PacifiCorp	05/06/2021	0.00	30,923.49
438451	UB*05273	JAMES PAPPAS	05/06/2021	0.00	111.64
438452	RASMUSSE	Maggie Rasmussen	05/06/2021	0.00	266.25
438453	SHNCON	SHN Consulting Engineers & Geologists In	05/06/2021	0.00	8,392.50
438454	QUILLC	Staples	05/06/2021	0.00	55.95
438455	TIDEWA	Tidewater Contractors Inc	05/06/2021	0.00	520.80
438456	CALCARDS	US Bank Corporate Pmt Systems	05/06/2021	0.00	9,526.77
438457	VALEROR	Roberto Valero	05/06/2021	0.00	51.00
438458	VERIZO3	Verizon Wireless Services LLC	05/06/2021	0.00	4,437.45

Report Total (79 checks):

1,000.00

470,557.83

# AP

## 4-24-21 to 5-7-21 Council



User: crawlings  
Printed: 5/11/2021 2:04:18 PM

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check number	check date	acct 1	description	amount	selected for void
0	4/28/2021	610-000-1510-00000	Plan 25612 Apr 21 UAL	299.50	False
0	4/28/2021	610-000-1510-00000	Plan 6983 Apr 21 UAL	977.83	False
0	4/28/2021	610-000-1510-00000	Plan 6984 Apr 21 UAL	16,210.00	False
0	4/28/2021	610-000-1510-00000	Plan 26908 Apr 21 UAL	577.58	False
0	4/28/2021	610-000-1510-00000	Plan 1341 Apr 21 UAL	44,638.42	False
0	5/5/2021	610-000-2185-00000	PR Batch 00003.04.2021 State Income Tax	2,446.67	False
0	5/5/2021	610-000-2185-00000	PR Batch 00033.04.2021 State Income Tax	1,377.40	False
0	5/5/2021	610-000-2189-00000	PR Batch 00003.04.2021 Federal Income Tax	8,580.61	False
0	5/5/2021	610-000-2188-00000	PR Batch 00003.04.2021 Medicare Employee Portion	1,319.50	False
0	5/5/2021	610-000-2188-00000	PR Batch 00222.04.2021 Medicare Employer Portion	0.43	False
0	5/5/2021	610-000-2188-00000	PR Batch 00003.04.2021 Medicare Employer Portion	1,319.50	False
0	5/5/2021	610-000-2189-00000	PR Batch 00033.04.2021 Federal Income Tax	5,063.72	False
0	5/5/2021	610-000-2188-00000	PR Batch 00222.04.2021 Medicare Employee Portion	0.43	False
0	5/5/2021	610-000-2188-00000	PR Batch 00033.04.2021 Medicare Employee Portion	812.27	False
0	5/5/2021	610-000-2188-00000	PR Batch 00033.04.2021 Medicare Employer Portion	812.27	False
0	5/5/2021	610-000-2187-00000	PR Batch 00003.04.2021 Survivor Benefit	35.34	False
0	5/5/2021	610-000-2187-00000	PR Batch 00033.04.2021 Survivor Benefit	17.85	False
0	5/5/2021	610-000-2187-00000	PR Batch 00003.04.2021 Service Credit Purchase	413.20	False
0	5/5/2021	610-000-2187-00000	PR Batch 00033.04.2021 EE Contribution	4,639.23	False
0	5/5/2021	610-000-2187-00000	PR Batch 00003.04.2021 EE Contribution	6,465.80	False
0	5/5/2021	610-000-2187-00000	PR Batch 00003.04.2021 ER Contribution	8,627.20	False
0	5/5/2021	610-000-2187-00000	PR Batch 00033.04.2021 ER Contribution	6,591.01	False
0	5/6/2021	001-111-4125-00000	May 21 Admin Fees	127.43	False
0	5/6/2021	630-000-4125-00000	May 21 Premiums-Retirees	6,328.00	False
0	5/6/2021	610-000-2173-00000	May 21 Premiums	53,096.51	False
0	5/6/2021	630-111-4409-00000	May 21 Admin Fees-Retirees	28.41	False
438386	4/29/2021	919-371-4799-37101	Labor compliance for Elevated Tank	480.00	False
438387	4/29/2021	413-356-4390-35022	batteries	166.04	False
438387	4/29/2021	508-508-4390-00000	batteries	166.03	False
438387	4/29/2021	508-508-4390-00000	battery core return	-108.00	False
438387	4/29/2021	508-508-4390-00000	battery for airport fire truck	283.26	False
438388	4/29/2021	419-000-2115-00000	BOV Water Maintenance (connection fee): March 2021	1,440.00	False
438388	4/29/2021	419-372-3821-41028	BOV Water Maintenance: March 2021	8,406.93	False

check number	check date	acct 1	description	amount	selected for void
438388	4/29/2021	419-372-3821-41028	BOV Water Maintenance (admin fee): March 2021	-36.00	False
438389	4/29/2021	001-470-4390-00000	blade adapter & assembly	35.79	False
438389	4/29/2021	001-470-4390-00000	trimmer	125.06	False
438390	4/29/2021	001-471-4390-00000	Elevator Conveyance Inspection	225.00	False
438391	4/29/2021	001-364-4350-10023	photocontrol relay	16.29	False
438391	4/29/2021	001-364-4350-10023	4oz anti oxidant comp	22.04	False
438392	4/29/2021	001-230-4230-00000	Cable & Internet Service- 03/20/21-04/19/21	118.23	False
438393	4/29/2021	419-372-3822-41029	Water Maintenance: March 2021	688.61	False
438394	4/29/2021	001-111-4409-00000	COVID-19 Economic Resilience Assistance: 3/1/21-3/31/21	3,209.00	False
438394	4/29/2021	001-111-4409-00000	COVID-19 Economic Resilience Assistance: 1/1/21-2/28/21	5,663.00	False
438395	4/29/2021	419-372-3823-41030	Water Maintenance: March 2021	672.39	False
438396	4/29/2021	419-371-4225-00000	Refuse Disposal: Mar 2021	31.16	False
438396	4/29/2021	001-470-4225-00000	Refuse Disposal: Mar 2021	14.02	False
438396	4/29/2021	506-506-4225-00000	Refuse Disposal: Mar 2021	176.46	False
438397	4/29/2021	117-364-4789-00000	FY21 gas tax revenue sharing: Jan 2021 Revenue	1,467.80	False
438397	4/29/2021	115-364-4785-00000	FY21 gas tax revenue sharing: Feb 2021 Revenue	391.27	False
438397	4/29/2021	115-364-4787-00000	FY21 gas tax revenue sharing: Feb 2021 Revenue	374.83	False
438397	4/29/2021	001-000-4782-00000	FY21 revenue sharing - prop tax in lieu of VLF: Jan 2021 Revenue	803.47	False
438397	4/29/2021	115-364-4787-00000	FY21 gas tax revenue sharing: Mar 2021 Revenue	600.51	False
438397	4/29/2021	115-364-4785-00000	FY21 gas tax revenue sharing: Mar 2021 Revenue	431.07	False
438398	4/29/2021	412-100-4450-00000	Cleaning service: 3/21/21-4/17/21	980.00	False
438398	4/29/2021	001-470-4450-00000	Cleaning service: 3/21/21-4/17/21	1,960.00	False
438398	4/29/2021	412-100-4450-00000	Cleaning service: 3/21/21-4/17/21	840.00	False
438399	4/29/2021	506-506-4390-00000	rags	13.82	False
438400	4/29/2021	001-240-4230-00000	Radio to Sherriff -04/13/21-05/12/21	30.93	False
438400	4/29/2021	419-371-4230-00000	707-465-3386 Water Scada Phone- 04/14/21-05/13/21	83.89	False
438400	4/29/2021	419-371-4230-00000	Water System Phone Bill 707-1006 -04/13/21-05/12/21	29.77	False
438400	4/29/2021	419-371-4230-00000	Water System Phone 464-2826 -04/13/21-05/12/21	71.55	False
438401	4/29/2021	508-508-4390-60001	connector for #5172	1.99	False
438401	4/29/2021	508-508-4390-60001	oil for #5112	208.58	False
438401	4/29/2021	508-508-4390-00000	spark plugs; wire set; fuel filter	60.36	False
438401	4/29/2021	508-508-4390-60001	filter for #5112	62.32	False
438401	4/29/2021	508-508-4390-00000	fuel filter	28.06	False
438401	4/29/2021	508-508-4390-60001	fuel & transmission filters & antifreeze for #5172	322.52	False
438401	4/29/2021	508-508-4390-00000	fuel filter	28.06	False
438402	4/29/2021	001-364-4350-10023	multitap connectors	450.68	False
438403	4/29/2021	506-506-4390-00000	diablo general purpose	114.32	False
438403	4/29/2021	001-470-4390-00000	lumber	51.13	False
438403	4/29/2021	412-100-4390-00000	knockout seal	55.09	False
438403	4/29/2021	508-508-4390-00000	flat free wheel; grommets; drill driver kit	171.83	False
438403	4/29/2021	001-480-4390-2020s	dust pan and brush set	19.74	False
438403	4/29/2021	001-480-4390-2020s	yellow plastic chain	2.85	False
438403	4/29/2021	001-480-4390-2020s	duct tape	8.05	False

check number	check date	acct 1	description	amount	selected for void
438403	4/29/2021	506-506-4390-00000	plunger	9.18	False
438403	4/29/2021	412-100-4390-00000	primer; level quick	41.34	False
438403	4/29/2021	001-480-4390-2020s	ratchet; sockets	49.39	False
438403	4/29/2021	412-100-4390-00000	torrent	26.85	False
438403	4/29/2021	001-480-4390-2020s	hammer drill bit	18.24	False
438403	4/29/2021	001-480-4390-2020s	spring link	6.43	False
438403	4/29/2021	508-508-4390-00000	hole saws	51.50	False
438403	4/29/2021	001-480-4390-2020s	roller tray; paint rollers	20.91	False
438403	4/29/2021	508-508-4390-00000	carabiner	19.25	False
438403	4/29/2021	412-100-4390-00000	knockout seal	3.21	False
438403	4/29/2021	913-352-4799-35206	homer bucket; wood ruler; bucket lid for soil samples	25.79	False
438403	4/29/2021	001-480-4390-2020s	5 silver carpets trims	47.89	False
438403	4/29/2021	419-371-4390-00000	rope; document bag	120.05	False
438403	4/29/2021	001-470-4390-00000	key yale	12.21	False
438403	4/29/2021	413-353-4390-00000	water bottles; nozzle	25.35	False
438403	4/29/2021	506-506-4390-00000	chrome hinge; keyed schlage	65.37	False
438403	4/29/2021	001-480-4390-2020s	sand additive	4.49	False
438403	4/29/2021	506-506-4390-00000	doorstop; door wedge	4.16	False
438403	4/29/2021	001-480-4390-2020s	hose; binderbar	167.26	False
438403	4/29/2021	508-508-4390-00000	sanding disc	33.33	False
438403	4/29/2021	413-353-4390-00000	shoe handle brush; ridgeid filter; drill taps	82.38	False
438403	4/29/2021	001-480-4390-2020s	links	6.77	False
438403	4/29/2021	508-508-4390-00000	hole saw; arbor pilot drill	38.72	False
438403	4/29/2021	412-100-4390-00000	dust pan brush; primer	14.73	False
438403	4/29/2021	001-480-4390-2020s	wooden stub	68.11	False
438403	4/29/2021	001-470-4390-00000	sakrete sand	12.69	False
438403	4/29/2021	001-480-4390-2020s	blaster penetrant	5.89	False
438403	4/29/2021	419-371-4390-00000	hole saw	32.19	False
438403	4/29/2021	412-100-4390-00000	PVC elbow	9.38	False
438403	4/29/2021	413-353-4390-00000	dish soap; simple green	21.45	False
438403	4/29/2021	001-364-4350-10023	breaker	11.69	False
438403	4/29/2021	506-506-4390-00000	lightbulbs	8.90	False
438403	4/29/2021	001-480-4390-2020s	flat free wheel; grommets; drill driver kit	64.34	False
438403	4/29/2021	001-470-4390-00000	concrete	16.92	False
438403	4/29/2021	001-470-4390-00000	lumber; paint roller and tray; primer	42.54	False
438403	4/29/2021	508-508-4390-00000	primer; key tape	9.41	False
438403	4/29/2021	508-508-4390-00000	diablo belts	19.32	False
438403	4/29/2021	001-480-4390-2020s	baking soda	40.88	False
438403	4/29/2021	001-480-4390-2020s	folding unit; scour pads; bucket; kwik seal	64.77	False
438404	4/29/2021	001-364-4390-10025	sign posts & base	416.83	False
438405	4/29/2021	001-230-4450-00000	Mako compressor service	1,368.25	False
438406	4/29/2021	001-240-4409-00000	monthly service fee: Mar 2021	150.00	False
438406	4/29/2021	001-240-4409-00000	monthly service fee: Feb 2021	150.00	False

check number	check date	acct 1	description	amount	selected for void
438407	4/29/2021	419-371-4390-00000	meter washers	277.77	False
438407	4/29/2021	412-100-4390-00000	galvanized parts	10.83	False
438407	4/29/2021	419-371-4390-00000	flex wrap & coupling	73.07	False
438407	4/29/2021	419-371-4390-00000	meter flanges	510.12	False
438408	4/29/2021	001-230-4450-00000	Fire Equipment Servicing	1,560.00	False
438409	4/29/2021	508-508-4320-00000	Uniforms for FY21	18.29	False
438409	4/29/2021	413-351-4320-00000	Uniforms for FY21	12.04	False
438409	4/29/2021	001-120-4370-00000	janitorial supplies/services - City Hall	10.87	False
438409	4/29/2021	413-353-4320-00000	Uniforms for FY21	30.69	False
438410	4/29/2021	413-351-4685-00000	External regulatory lab tests for CCWQL	50.00	False
438412	4/29/2021	413-352-4409-00000	Annual contract for WWTP Operations: Apr 2021	121,476.08	False
438412	4/29/2021	413-000-1202-00000	Annual contract for WWTP Operations: Apr 2021 (reimb)	-22,668.55	False
438413	4/29/2021	508-508-4390-00000	RETURN: conduit	-9.66	False
438413	4/29/2021	508-508-4390-60001	fuel seperator	27.59	False
438413	4/29/2021	508-508-4390-00000	conduit	9.66	False
438414	4/29/2021	001-471-4450-00000	Annual elevator maintenance: May 2021	312.83	False
438415	4/29/2021	001-313-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	001-114-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	413-120-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	001-113-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	001-470-4370-00000	Janitorial Supplies- City-Wide	64.12	False
438415	4/29/2021	412-100-4370-00000	Janitorial Supplies- City-Wide	5.70	False
438415	4/29/2021	001-251-4370-00000	Janitorial Supplies- City-Wide	0.28	False
438415	4/29/2021	419-120-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	001-240-4370-00000	Janitorial Supplies- City-Wide	5.70	False
438415	4/29/2021	413-352-4370-00000	Janitorial Supplies- City-Wide	5.70	False
438415	4/29/2021	506-506-4370-00000	Janitorial Supplies- City-Wide	5.70	False
438415	4/29/2021	001-111-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	001-350-4370-00000	Janitorial Supplies- City-Wide	16.24	False
438415	4/29/2021	001-471-4370-00000	Janitorial Supplies- City-Wide	5.70	False
438415	4/29/2021	001-120-4370-00000	Janitorial Supplies- City-Wide	2.28	False
438415	4/29/2021	001-480-4370-2020s	Janitorial Supplies- City-Wide	14.25	False
438415	4/29/2021	420-115-4370-00000	Janitorial Supplies- City-Wide	0.57	False
438415	4/29/2021	508-508-4370-00000	Janitorial Supplies- City-Wide	7.12	False
438416	4/29/2021	152-485-4409-1720A	City ED Strategic Action Plan: consultant services: Jan-Mar 2021	19,267.00	False
438417	4/29/2021	412-100-4225-00000	refuse disposal FY21: Apr 2021	1,542.38	False
438418	4/29/2021	506-506-4390-00000	medical supplies	223.25	False
438419	4/29/2021	001-313-4409-00000	Planning services for FY21: Feb 2021	4,422.50	False
438419	4/29/2021	919-371-4799-37107	PS&E for Amador Tank: Mar 2021	1,221.00	False
438420	4/29/2021	508-508-4390-00000	paper tabs	12.36	False
438421	4/29/2021	419-371-4409-00000	Create water model of City's water dist system	3,620.50	False
438421	4/29/2021	001-313-4409-00000	Task Order 13: various surveying and map act	1,731.33	False
438421	4/29/2021	413-352-4409-00000	Task Order 12: climate change study as required by NPDES permit	5,456.00	False

check number	check date	acct 1	description	amount	selected for void
438422	4/29/2021	001-364-4390-10025	AC to patch road	260.40	False
438422	4/29/2021	419-371-4390-00000	AC to patch road	520.80	False
438422	4/29/2021	413-353-4390-00000	AC to patch road	86.80	False
438423	4/29/2021	412-100-4230-00000	RV Park cable service: 03/25/21-04/24/21	755.36	False
438423	4/29/2021	001-480-4390-2020s	HOME DEPOT: pool opening parts	100.64	False
438423	4/29/2021	412-100-4370-00000	HOME DEPOT: disinfectant	40.95	False
438424	4/29/2021	001-000-1510-00000	Postage Reset	2,000.00	False
438425	4/29/2021	001-364-4390-10025	"fires prohibited" signs	664.26	False
438425	4/29/2021	001-364-4390-10025	"one way" signs	131.10	False
438426	5/5/2021	610-000-2170-00000	PR Batch 00003.04.2021 Child Support-CA	158.76	False
438427	5/5/2021	001-470-4124-00000	1st Qtr 21 UI - McAleenan	3,091.00	False
438427	5/5/2021	001-480-4124-00000	1st Qtr 21 UI - Noll, R	2,952.00	False
438427	5/5/2021	001-480-4124-00000	1st Qtr 21 UI - Winters	3,957.02	False
438427	5/5/2021	001-230-4124-00000	1st Qtr 21 UI - Stainbrook	218.00	False
438427	5/5/2021	001-230-4124-00000	1st Qtr 21 UI - Smith, A	1,953.00	False
438427	5/5/2021	001-000-3645-00000	1st Qtr 21 UI - CARES Act Credit	-6,165.00	False
438427	5/5/2021	001-480-4124-00000	1st Qtr 21 UI - Walker	159.00	False
438428	5/5/2021	610-000-2186-00000	Plan #306752	0.38	False
438428	5/5/2021	610-000-2186-00000	Plan #306752	471.95	False
438428	5/5/2021	610-000-2186-00000	Plan #306752	78.81	False
438428	5/5/2021	610-000-2178-00000	Plan #300878	328.32	False
438428	5/5/2021	610-000-2178-00000	Plan #300878	673.84	False
438428	5/5/2021	610-000-2186-00000	Plan #306752	16.52	False
438428	5/5/2021	610-000-2186-00000	Plan #306752	98.97	False
438428	5/5/2021	610-000-2178-00000	Plan #300878	275.00	False
438428	5/5/2021	610-000-2186-00000	Plan #306752	1.83	False
438429	5/5/2021	610-000-2170-00000	PR Batch 00033.04.2021 US Dept of Treasury	209.66	False
438430	5/6/2021	610-000-1510-00000	Renewal Subscription	49.00	False
438431	5/6/2021	610-000-2174-00000	May 21 Premiums	2,459.77	False
438432	5/6/2021	610-000-2177-00000	May 21 Premiums	4,945.92	False
438433	5/6/2021	610-000-2179-00000	May 21 Premiums	269.50	False
438434	5/6/2021	001-240-4125-00000	May 21 Premiums	115.50	False
438435	5/6/2021	001-240-4411-00000	Fingerprints - Reed	32.00	False
438435	5/6/2021	001-230-4407-00000	Pre-employment Fingerprints	32.00	False
438436	5/6/2021	610-000-2179-00000	May 21 Premiums	2,348.37	False
438437	5/6/2021	610-000-2175-00000	May 21 Premiums	1,167.60	False
438438	5/6/2021	001-240-4450-00000	Taser 60 - Year 4 payment	5,963.16	False
438439	5/6/2021	413-130-4410-00000	LEGAL SERVICES: MAR 2021 - LABOR ISSUES	307.50	False
438439	5/6/2021	419-130-4410-00000	LEGAL SERVICES: MAR 2021 - AGENDA/COUNCIL/STAFF MEETINGS/LEX NEX	1,695.00	False
438439	5/6/2021	412-100-4410-00000	LEGAL SERVICES: MAR 2021 - SHORELINE RV	143.50	False
438439	5/6/2021	001-130-4410-00000	LEGAL SERVICES: MAR 2021 - GENERAL	2,501.00	False
438439	5/6/2021	413-130-4410-00000	LEGAL SERVICES: MAR 2021 - AGENDA/COUNCIL/STAFF MEETINGS/LEX NEX	1,695.00	False
438439	5/6/2021	413-130-4410-00000	LEGAL SERVICES: MAR 2021 - SEWER	41.00	False



check number	check date	acct 1	description	amount	selected for void
438439	5/6/2021	001-130-4410-00000	LEGAL SERVICES: MAR 2021 - CDBG	41.00	False
438439	5/6/2021	152-485-4410-1721a	LEGAL SERVICES: MAR 2021 - CDBG	82.00	False
438439	5/6/2021	001-130-4410-00000	LEGAL SERVICES: MAR 2021 - AGENDA/COUNCIL/STAFF MEETINGS/LEX NEX	1,695.00	False
438439	5/6/2021	001-130-4410-00000	LEGAL SERVICES: MAR 2021 - LABOR ISSUES	307.50	False
438439	5/6/2021	419-130-4410-00000	LEGAL SERVICES: MAR 2021 - LABOR ISSUES	307.50	False
438439	5/6/2021	419-130-4410-00000	LEGAL SERVICES: MAR 2021 - WATER	164.00	False
438439	5/6/2021	001-130-4410-00000	LEGAL SERVICES: MAR 2021 - COUNCIL VACANCY	676.50	False
438439	5/6/2021	153-485-4410-20FBG	LEGAL SERVICES: MAR 2021 - CDBG	143.50	False
438440	5/6/2021	001-480-4220-2020s	Propane 2/12/21-3/15/21 (ACCT# 02-0065442)	4,722.69	False
438440	5/6/2021	001-480-4220-2020s	propane 3/15/21-4/14/21 (ACCT# 02-0065442)	6,721.23	False
438440	5/6/2021	001-471-4220-00000	propane 3/18/21-4/15/21 (ACCT# 02-0065468)	11.00	False
438441	5/6/2021	420-115-4312-00000	BLUMIRA: Cloud SIEM	1,750.00	False
438442	5/6/2021	001-470-4390-00000	handle trimmer	424.24	False
438443	5/6/2021	419-371-4230-00000	broadband for security- 04/25/21-05/24/21	89.99	False
438443	5/6/2021	420-115-4230-00000	Fiber Internet DIA @ 520 I St- 04/21/21-05/20/21	399.00	False
438444	5/6/2021	419-371-4409-00000	Water svcs tap audit & development of regulatory plan: Mar 2021	1,330.00	False
438445	5/6/2021	001-230-4391-00000	15W40 Bay Box	219.82	False
438445	5/6/2021	001-230-4391-00000	Transmission oil and filter	515.44	False
438447	5/6/2021	419-371-4390-00000	primer; pvc; couplings; cement	45.68	False
438448	5/6/2021	508-508-4320-00000	Uniforms for FY21	18.29	False
438448	5/6/2021	413-351-4320-00000	Uniforms for FY21	15.32	False
438448	5/6/2021	413-353-4320-00000	Uniforms for FY21	30.69	False
438449	5/6/2021	152-485-4796-1705G	Sexual Assault Services: 1/1/21-3/31/21	13,737.02	False
438450	5/6/2021	413-111-4210-00000	Electricity 03/30/21-04/27/21	12.71	False
438450	5/6/2021	001-113-4210-00000	Electricity 03/30/21-04/27/21	43.49	False
438450	5/6/2021	001-471-4210-00000	Electricity 03/30/21-04/27/21	1,954.76	False
438450	5/6/2021	413-353-4210-00000	Electricity 03/30/21-04/27/21	28.57	False
438450	5/6/2021	419-111-4210-00000	Electricity 03/30/21-04/27/21	14.05	False
438450	5/6/2021	001-111-4210-00000	Electricity 03/30/21-04/27/21	16.06	False
438450	5/6/2021	001-250-4210-00000	Electricity 03/30/21-04/27/21	5.35	False
438450	5/6/2021	001-313-4210-00000	Electricity 03/30/21-04/27/21	12.04	False
438450	5/6/2021	413-352-4210-00000	Electricity 03/30/21-04/27/21	35.46	False
438450	5/6/2021	001-470-4210-00000	Electricity 03/30/21-04/27/21	706.83	False
438450	5/6/2021	001-350-4210-00000	Electricity 03/30/21-04/27/21	32.11	False
438450	5/6/2021	413-353-4210-35019	Electricity 03/30/21-04/27/21	461.62	False
438450	5/6/2021	420-115-4210-00000	Electricity 03/30/21-04/27/21	43.49	False
438450	5/6/2021	001-120-4210-00000	Electricity 03/30/21-04/27/21	90.30	False
438450	5/6/2021	001-240-4210-00000	Electricity 03/30/21-04/27/21	554.42	False
438450	5/6/2021	001-230-4210-00000	Electricity 03/30/21-04/27/21	428.74	False
438450	5/6/2021	419-120-4210-00000	Electricity 03/30/21-04/27/21	81.62	False
438450	5/6/2021	001-364-4210-10023	Electricity 03/30/21-04/27/21	4,861.71	False
438450	5/6/2021	001-480-4210-2020s	Electricity 03/30/21-04/27/21	1,877.28	False
438450	5/6/2021	413-351-4210-00000	Electricity 03/30/21-04/27/21	857.40	False

check number	check date	acct 1	description	amount	selected for void
438450	5/6/2021	001-114-4210-00000	Electricity 03/30/21-04/27/21	43.49	False
438450	5/6/2021	412-100-4210-00000	Electricity 03/30/21-04/27/21	3,419.51	False
438450	5/6/2021	001-251-4210-00000	Electricity 03/30/21-04/27/21	19.40	False
438450	5/6/2021	419-371-4210-00000	Electricity 03/30/21-04/27/21	13,896.53	False
438450	5/6/2021	413-120-4210-00000	Electricity 03/30/21-04/27/21	86.97	False
438450	5/6/2021	508-508-4210-00000	Electricity 03/30/21-04/27/21	1,075.23	False
438451	5/6/2021	419-000-2110-00000	Refund Check 007554-001, 400 KELLER AVE	111.64	False
438452	5/6/2021	001-480-3716-00000	Refund: Senior sale pass due to COVID 19 closure	266.25	False
438453	5/6/2021	001-313-4409-00000	Amendment 2: engineering contract to include LEAP: Feb 2021	4,095.00	False
438453	5/6/2021	001-313-4409-00000	Amendment 2: engineering contract to include LEAP: Jan 2021	1,932.50	False
438453	5/6/2021	001-313-4409-00000	Amendment 2: engineering contract to include SB2: Jan 2021	320.00	False
438453	5/6/2021	001-313-4409-00000	Amendment 2: engineering contract to include SB2: Feb 2021	2,045.00	False
438454	5/6/2021	001-350-4310-00000	file folders	14.96	False
438454	5/6/2021	001-350-4310-00000	scratch pad	13.02	False
438454	5/6/2021	419-371-4310-00000	file folders	14.96	False
438454	5/6/2021	419-371-4310-00000	scratch pad	13.01	False
438455	5/6/2021	413-353-4390-00000	AC to patch road	52.08	False
438455	5/6/2021	001-364-4390-10025	AC to patch road	156.24	False
438455	5/6/2021	419-371-4390-00000	AC to patch road	312.48	False
438456	5/6/2021	913-353-4799-35300	AUTOMATION SYSTEMS: Signal splitter	894.60	False
438456	5/6/2021	506-506-4390-00000	AMAZON: security camera	21.69	False
438456	5/6/2021	001-480-4312-00000	AMAZON: Ipad case	171.99	False
438456	5/6/2021	001-470-4390-00000	AMAZON: john deer mower blade	184.44	False
438456	5/6/2021	419-371-4550-00000	CWEA: D. Borges membership dues	192.00	False
438456	5/6/2021	419-371-4530-00000	ATYOURPACEONLINE: D. Borges class operator	100.00	False
438456	5/6/2021	001-480-4390-2020s	AMAZON: wifi surfboard	357.44	False
438456	5/6/2021	001-251-4310-00000	AMAZON: plotter paper	27.14	False
438456	5/6/2021	913-352-4799-35206	AMAZON: engineer measuring tape	12.89	False
438456	5/6/2021	001-480-4312-00000	AMAZON: computer power network	32.24	False
438456	5/6/2021	412-100-4390-00000	PUMPPRODUCTS: Two reversing pumps for Lighthouse Shores LS	4,226.38	False
438456	5/6/2021	419-371-4390-00000	AMAZON: laptop battery cord for Jon	48.80	False
438456	5/6/2021	913-352-4799-35206	AMAZON: engineer measuring tape	13.01	False
438456	5/6/2021	419-371-4530-00000	VALLEY RIVER INN: D. Amarante drinking water exam reservation	318.90	False
438456	5/6/2021	412-100-4390-00000	AMAZON: mower parts	173.55	False
438456	5/6/2021	412-100-4310-00000	AMAZON: plotter paper	27.12	False
438456	5/6/2021	419-371-4390-00000	AMAZON: laptop battery for Jon	38.82	False
438456	5/6/2021	412-000-2122-00000	(TAX) PUMPPRODUCTS: Two reversing pumps for Lighthouse Shores LS	-331.10	False
438456	5/6/2021	001-480-4390-2020s	AMAZON: silhouette dolls for pool	52.17	False
438456	5/6/2021	420-115-4310-00000	AMAZON: plotter paper	27.12	False
438456	5/6/2021	001-480-4390-2020s	AMAZON: clock for pool	97.64	False
438456	5/6/2021	413-000-2122-00000	(TAX) AUTOMATION SYSTEMS: Signal splitter	-148.93	False
438456	5/6/2021	420-115-4450-00000	SPLASHTOP: Annual renewal	959.00	False
438456	5/6/2021	913-000-2122-00000	(TAX) AUTOMATION SYSTEMS: Signal splitter	-70.08	False

check number	check date	acct 1	description	amount	selected for void
438456	5/6/2021	413-357-4390-00000	AMAZON: Ipad case	75.24	False
438456	5/6/2021	001-230-4391-00000	AMAZON: bolt studs	11.16	False
438456	5/6/2021	413-356-4390-35022	AUTOMATION SYSTEMS: Signal splitter	1,901.05	False
438456	5/6/2021	508-508-4390-00000	AMAZON: carburetor	112.49	False
438457	5/6/2021	001-240-4391-00000	decals	51.00	False
438458	5/6/2021	001-240-4230-00000	Cell Phone Use: 03/13/21-04/12/21	487.79	False
438458	5/6/2021	001-480-4230-00000	Cell Phone Use: 03/13/21-04/12/21	67.03	False
438458	5/6/2021	001-470-4230-00000	Cell Phone Use: 03/13/21-04/12/21	23.10	False
438458	5/6/2021	413-120-4230-00000	Cell Phone Use: 03/13/21-04/12/21	63.63	False
438458	5/6/2021	001-471-4230-00000	Cell Phone Use: 03/13/21-04/12/21	8.94	False
438458	5/6/2021	413-353-4230-00000	Cell Phone Use: 03/13/21-04/12/21	124.04	False
438458	5/6/2021	001-120-4230-00000	Cell Phone Use: 03/13/21-04/12/21	35.19	False
438458	5/6/2021	001-313-4230-00000	Cell Phone Use: 03/13/21-04/12/21	4.88	False
438458	5/6/2021	413-352-4230-00000	Cell Phone Use: 03/13/21-04/12/21	6.09	False
438458	5/6/2021	413-357-4390-00000	iPad for WWTP	1,140.23	False
438458	5/6/2021	412-100-4230-00000	Cell Phone Use: 03/13/21-04/12/21	54.49	False
438458	5/6/2021	413-120-4230-00000	Cell Phone Use: 03/13/21-04/12/21	13.53	False
438458	5/6/2021	419-371-4230-00000	Cell Phone Use: 03/13/21-04/12/21	223.79	False
438458	5/6/2021	001-114-4230-00000	Cell Phone Use: 03/13/21-04/12/21	40.63	False
438458	5/6/2021	506-506-4230-00000	Cell Phone Use: 03/13/21-04/12/21	35.42	False
438458	5/6/2021	419-371-4230-00000	Cell Phone Use: 03/13/21-04/12/21	13.41	False
438458	5/6/2021	001-120-4230-00000	Cell Phone Use: 03/13/21-04/12/21	13.53	False
438458	5/6/2021	001-110-4230-00000	Cell Phone Use: 03/13/21-04/12/21	167.52	False
438458	5/6/2021	419-120-4230-00000	Cell Phone Use: 03/13/21-04/12/21	90.12	False
438458	5/6/2021	420-115-4230-00000	Cell Phone Use: 03/13/21-04/12/21	40.63	False
438458	5/6/2021	413-111-4230-00000	Cell Phone Use: 03/13/21-04/12/21	15.19	False
438458	5/6/2021	419-120-4230-00000	Cell Phone Use: 03/13/21-04/12/21	63.70	False
438458	5/6/2021	001-251-4230-00000	Cell Phone Use: 03/13/21-04/12/21	6.09	False
438458	5/6/2021	001-364-4230-00000	Cell Phone Use: 03/13/21-04/12/21	69.15	False
438458	5/6/2021	001-113-4230-00000	Cell Phone Use: 03/13/21-04/12/21	40.63	False
438458	5/6/2021	001-350-4230-00000	Cell Phone Use: 03/13/21-04/12/21	91.38	False
438458	5/6/2021	152-485-4230-1703i	Cell Phone Use: 03/13/21-04/12/21	80.02	False
438458	5/6/2021	001-240-4230-00000	Cell Phone Use: 03/13/21-04/12/21	40.63	False
438458	5/6/2021	508-508-4230-00000	Cell Phone Use: 03/13/21-04/12/21	69.44	False
438458	5/6/2021	001-471-4230-00000	Cell Phone Use: 03/13/21-04/12/21	4.06	False
438458	5/6/2021	413-351-4230-00000	Cell Phone Use: 03/13/21-04/12/21	258.35	False
438458	5/6/2021	001-111-4230-00000	Cell Phone Use: 03/13/21-04/12/21	15.19	False
438458	5/6/2021	001-250-4230-00000	Cell Phone Use: 03/13/21-04/12/21	20.32	False
438458	5/6/2021	001-230-4230-00000	Cell Phone Use: 03/13/21-04/12/21	162.28	False
438458	5/6/2021	419-111-4230-00000	Cell Phone Use: 03/13/21-04/12/21	15.25	False
438458	5/6/2021	413-352-4230-00000	Cell Phone Use: 03/13/21-04/12/21	396.29	False
438458	5/6/2021	001-250-4230-00000	Cell Phone Use: 03/13/21-04/12/21	2.04	False
438458	5/6/2021	001-350-4230-00000	Cell Phone Use: 03/13/21-04/12/21	4.06	False

check number	check date	acct 1	description	amount	selected for void
				468,853.71	

# AP

## 4-24-21 to 5-7-21 Housing



User: crawlings  
Printed: 5/11/2021 2:05:34 PM

REVIEWED  
crawlings , 5/11/2021 ,2:11:47 PM

check number	check date	acct 1	description	amount	selected for void
438403	4/29/2021	110-490-4390-00000	key tags; kwikset	8.28	False
438403	4/29/2021	110-490-4390-00000	pop up ball rod	8.29	False
438403	4/29/2021	110-490-4390-00000	sink stoper; drain kit; drain repair kit	18.98	False
438403	4/29/2021	110-490-4390-00000	pop up kit	-10.72	False
438411	4/29/2021	110-490-4310-00000	office supplies: cleaner	24.69	False
438411	4/29/2021	110-490-4310-00000	office supplies: washable face masks	42.28	False
438411	4/29/2021	110-490-4310-00000	office supplies: post its; batteries; cleaners	92.46	False
438415	4/29/2021	110-490-4370-00000	Janitorial Supplies- City-Wide	5.70	False
438423	4/29/2021	110-490-4310-00000	VISTAPRINT: business cards	52.06	False
438439	5/6/2021	110-130-4410-00000	LEGAL SERVICES: MAR 2021 - HOUSING AUTHORITY	82.00	False
438446	5/6/2021	110-490-4310-00000	Forms and printing: APP PAC Application Packets	686.36	False
438450	5/6/2021	110-490-4210-00000	Electricity 03/30/21-04/27/21	264.35	False
438458	5/6/2021	110-490-4230-00000	Housing Authority Phone Lines: 02/13/21-03/12/21	-22.26	False
438458	5/6/2021	110-490-4230-00000	Cell Phone Use: 03/13/21-04/12/21	81.26	False
438458	5/6/2021	110-490-4230-00000	Housing Authority Phone Lines: 03/13/21-04/12/21	227.79	False
438458	5/6/2021	110-490-4230-00000	Housing Authority Phone Lines: 03/13/21-04/12/21	27.81	False
438458	5/6/2021	110-490-4230-00000	Cell Phone Use: 03/13/21-04/12/21	114.79	False
				1,704.12	

**CITY OF CRESCENT CITY  
BI-WEEKLY PAYROLL REPORT**

**PAYROLL END DATE**  
**PAYROLL PAID DATE**  
**CHECK NUMBERS**

**May 8, 2021**  
**May 14, 2021**  
**110307-110315**

	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	2,809.84		2,809.84	5	
Dept #111 Admin/City Manager	11,149.22	517.26	11,666.48	3	
Dept #114 Human Resources	2,185.01	252.63	2,437.64	1	
Dept #120 Finance/Utility Billing	15,868.63		15,868.63	6	
Dept #230 Fire Department	6,501.92		6,501.92	2	
Dept #240 Police Department	34,604.27	1,468.07	36,072.34	13	
Dept #313 Planning			1,376.50	1 Part-time	
Dept #350 Public Works-All Depts	56,944.54	490.86	57,435.40	22+ 5 Part-time	
Dept #450 Recreation & Events			3,279.60	1 + 1 Part-time	
Dept #480 Swimming Pool Fund	8,418.69	14.50	8,433.19	2 + 13 Part-time	
Dept #490 Housing Authority	8,635.57		8,635.57	3 + 1 Part-time	
<b>TOTALS</b>	<b>147,117.69</b>	<b>2,743.32</b>	<b>154,517.11</b>	<b>59 + 21 Part-time</b>	

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

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, FINANCE DIRECTOR**

**DATE: MAY 17, 2021**

**SUBJECT: BUDGET-TO-ACTUAL FINANCIAL REPORT FOR APRIL 2021**

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## **RECOMMENDATION**

- Receive and file monthly budget-to-actual financial report of the City's major operating funds for the month of April 2021

## **BACKGROUND**

In order to provide timely information to the City Council and to the public, the City's Finance Department has prepared the attached monthly budget-to-actual report. This report provides a summary overview as of April 30, 2021 of the fiscal year-to-date revenues and expenses of the City's major operating funds: General Fund, Housing Authority Fund, Shoreline RV Park Fund, Sewer Fund and Water Fund.

## **ITEM ANALYSIS**

As of April 30, 2021, we are 83% of the way through the fiscal year, with 17% of the year remaining. If revenues were received and expenditures made evenly throughout the year, there would be 17% of each budget line remaining. However, revenues and expenditures are not even throughout the year for many reasons. Many revenues are not received evenly throughout the year (particularly tax revenues and grant reimbursements), most expenses are not recorded until the invoice is received in the following month, and budgets may include large projects that have not yet been completed. In addition, many revenues and invoices (expenses) received by the City during July and August were accrued back to FY 2019-20, which can result in July and August activity appearing to be very low and then June activity appearing to be higher as revenues and expenses are trued up for the fiscal year end.

This report summarizes the actual revenues and expenditures for the year to date as reported in the City's accounting records; additional information is provided in the budget-to-actual report attached.



***It is important to note the City's budget is expected to be adjusted multiple times throughout the year as we continue to work through the COVID-19 emergency and its economic impacts. The adopted budget includes conservative projections of revenues in most of the major funds and reduced expenditures. This report includes updates through the mid-year budget.***

- **General Fund**

General Fund revenues show that 29% of the budgeted amount is yet to be received. This is dependent on the timing of when certain revenues are received. For example, many taxes, third party billings, and grant reimbursements are recorded quarterly. In addition, many revenues received in July and August are accrued back to Fiscal Year 2019-20. General Fund actual expenditures show that 39% of the budgeted amount is yet to be expended.

- **Housing Authority Fund**

The Housing Authority is funded by monthly disbursements from the federal government. At this point, actual revenues show 18% yet to be received and actual expenditures have remaining amounts of 21%.

- **Shoreline RV Park Fund**

Revenues collected by the Shoreline Recreational Vehicle Park (RV Park) show 16% remaining to be collected. RV Park revenues are highly seasonal, and most rental revenues are typically received in the summer months. Actual expenses in the RV Park show 35% of the budget left to be expended.

- **Sewer Fund**

The Sewer Fund earns revenue primarily from charges to the users of its services. Actual revenues show 6% of the total revenue budget remaining to be collected. Note that due to COVID-19, no residential services are being shut off for nonpayment. The revenues recorded during the fiscal year are for all services billed, whether the payments are ultimately received or not. During the year-end process, an estimate of uncollectible debt will be calculated and used to offset (reduce) total revenue for the audit. The City expects a higher than normal percentage than normal of this revenue to ultimately be uncollectible, unless funding is put in place to assist these customers. Operational expenses (not including debt service or capital improvements) show 29% of the budget remaining to be expended.

- **Water Fund**

The Water Fund earns revenue primarily from charges for service. Actual revenues show 4% of the budget remaining to be collected and 34% of budgeted operational expenses (not including debt service or capital improvements) remaining to be expended. Note that due to COVID-19, no residential services are being shut off for nonpayment. The revenues recorded during the fiscal year are for all services

billed, whether the payments are ultimately received or not. During the year-end process, an estimate of uncollectible debt will be calculated and used to offset (reduce) total revenue for the audit. The City expects a higher than normal percentage of this revenue to ultimately be uncollectible, unless funding is put in place to assist these customers.

- **Summary**

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

	Budget	Actual	Remaining \$	Remaining %
<b>General Fund</b>				
Revenue	6,890,638	4,867,071	2,023,567	29%
Expense	6,413,196	3,932,194	2,481,002	39%
<b>Net</b>	477,442	934,877		
<b>Housing Fund</b>				
Revenue	3,951,667	3,224,737	726,930	18%
Expense	3,954,078	3,104,372	849,706	21%
<b>Net</b>	(2,411)	120,365		
<b>RV Park Fund</b>				
Revenue	452,297	379,849	72,448	16%
Expense	412,303	266,911	145,392	35%
<b>Net</b>	39,994	112,938		
<b>Sewer Fund</b>				
Revenue	4,143,269	3,900,559	242,710	6%
Operating Expense	3,573,243	2,524,907	1,048,336	29%
Debt Service	1,600,000	1,600,000	-	0%
Transfer to CIP	450,000	-	450,000	100%
<b>Net</b>	(1,479,974)	(224,348)		
<b>Water Fund</b>				
Revenue	2,476,187	2,375,465	100,722	4%
Operating Expense	2,428,741	1,614,652	814,089	34%
Debt Service	350,000	175,000	175,000	50%
Transfer to CIP	95,000	95,000	-	
<b>Net</b>	(397,554)	490,813		

- **Long-term Liabilities**

The City's long-term liability balances are included in the table below. Net Pension Liability, Net OPEB Liability, and Compensated Absences are updated annually during the audit process. These amounts below are from the most recent audit (June 30, 2020). The Sewer Fund and Water Fund loan balances are updated when payments are made (in July for the Sewer Fund loan, and in December and June for the Water Fund loan). These do not include interfund balances (amounts owed from one City fund to another).

Liability	Fund	Balance
Net Pension Liability	Multiple	10,608,990
Net OPEB Liability	Multiple	833,869
Compensated Absences	Multiple	322,154
SRF Loan	Sewer	33,953,253
SRF Loan	Water	1,050,000

### **FISCAL ANALYSIS**

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

### **STRATEGIC PLAN ASSESSMENT**

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

### **ATTACHMENTS**

1. Monthly budget-to-actual report for April 2021

**City of Crescent City**  
**FY 2020-21 General Fund Operating Report**  
**As of April 30, 2021**

% of Year Remaining: 17%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Non-Departmental Revenue								
Tax Revenue	1	3,985,461	2,795,771	1,189,690	30%	-	1,189,690	30%
Licenses & Permits	1	280,616	221,361	59,255	21%	-	59,255	21%
Interest Income	1	25,167	151	25,016	99%	-	25,016	99%
Lease-Rental Income		28,029	26,737	1,292	5%	-	1,292	5%
Other Revenue		11,150	38,579	(27,429)	-246%	-	(27,429)	-246%
Departmental Revenue								
City Council	2	64,596	48,805	15,791	24%	-	15,791	24%
City Manager	3	154,000	154,054	(54)	0%	-	(54)	0%
City Clerk	2	105,515	88,858	16,657	16%	-	16,657	16%
Human Resources	2	34,783	28,699	6,084	17%	-	6,084	17%
Fire	1	414,991	224,744	190,247	46%	-	190,247	46%
Police	1	394,627	230,434	164,193	42%	-	164,193	42%
Code Enforcement		1,000	605	396	40%	-	396	40%
Building Inspection		96,200	88,033	8,167	8%	-	8,167	8%
Planning	4	251,450	64,009	187,441	75%	-	187,441	75%
Public Works Admin		1,500	54	1,446	96%	-	1,446	96%
Streets	5	920,943	803,816	117,127	13%	-	117,127	13%
Parks		94,000	30,371	63,629	68%	-	63,629	68%
Cultural Center		7,000	5,910	1,090	16%	-	1,090	16%
Swimming Pool	6	19,610	16,081	3,529	18%	-	3,529	18%
<b>General Fund Revenue Total</b>		<b>6,890,638</b>	<b>4,867,071</b>	<b>2,023,567</b>	<b>29%</b>	<b>-</b>	<b>2,023,567</b>	<b>29%</b>
Non-Departmental Expenditures		176,894	64,052	112,842	64%	110,541	2,301	1%
City Council		99,615	79,177	20,438	21%	-	20,438	21%
City Manager	3	231,674	78,563	153,111	66%	1,421	151,690	65%
Community Support		81,396	60,720	20,676	25%	18,000	2,676	3%
City Clerk		161,345	125,844	35,501	22%	583	34,918	22%
Human Resources		114,151	87,764	26,387	23%	786	25,601	22%
Finance		262,123	197,853	64,270	25%	7,782	56,488	22%
City Attorney		56,957	39,158	17,799	31%	-	17,799	31%
Fire		783,133	507,387	275,746	35%	54,472	221,274	28%
Police		2,376,591	1,607,332	769,259	32%	80,942	688,317	29%
Code Enforcement		15,722	11,610	4,112	26%	96	4,017	26%
Building Inspection		48,926	32,031	16,895	35%	166	16,729	34%
Planning	4	398,972	126,017	272,955	68%	202,700	70,255	18%
Public Works Admin		101,086	58,120	42,966	43%	435	42,531	42%
Streets		570,258	372,374	197,884	35%	67,167	130,717	23%
Parks		478,525	265,763	212,762	44%	19,401	193,361	40%
Cultural Center		93,687	56,510	37,177	40%	14,894	22,283	24%
Swimming Pool		362,141	161,920	200,221	55%	14,588	185,633	51%
<b>General Fund Expenditure Total</b>		<b>6,413,196</b>	<b>3,932,194</b>	<b>2,481,002</b>	<b>39%</b>	<b>593,975</b>	<b>1,887,027</b>	<b>29%</b>
<b>NET OPERATING RESULTS</b>		<b>477,442</b>	<b>934,877</b>					

**GENERAL FUND NOTES:**

- 1 General Fund revenues are not received evenly throughout the year. Many taxes, third party billings, interest, and grant revenues are received quarterly or semiannually.
- 2 Revenue is based on actual expenditures charged to other funds
- 3 Budget includes grant revenue/expenses for cultural diversity project, grant writing services, economic resiliency
- 4 Budget includes grant revenue and expenses for SB2 and LEAP
- 5 Revenue includes CIP fund returning advanced construction funds for Pebble Beach project back to General Fund (now will be grant funded)

**Beachfront Park CIP**  
**As of April 30, 2021**

Project	Bucket	Donations, Grants, Transfers, and Interest Earnings		
		Prior Years	FY 20-21	Total
Interest Earnings - unallocated		155	-	155
Amphitheater and Concessions	BFP01	-	-	-
Artistic Improvements	BFP02	-	-	-
Beach & Beach Access	BFP03			
Improvements		5,600	-	5,600
Bus Stop	BFP04	-	-	-
Disc Golf	BFP05	-	-	-
Dog Park	BFP06	33,132	-	33,132
Game Center	BFP07	-	-	-
General	BFP08	66	-	66
Howe Park East	BFP09	233	-	233
Pedestrian Access Improvements	BFP10	-	-	-
Playing Fields	BFP11	-	-	-
Street and Parking Improvements	BFP12	-	-	-
Trees and Beautification	BFP13	-	-	-
Town Square and Plaza	BFP14	-	-	-
Point of Honor	BFP15	-	-	-
		<b>39,186</b>	<b>-</b>	<b>39,186</b>

Project	Bucket	Prior Years	FY 20-21	Expenditures
				Total
Interest Earnings - unallocated		-	-	-
Amphitheater and Concessions	BFP01	-	-	-
Artistic Improvements	BFP02	-	-	-
Beach & Beach Access	BFP03			
Improvements		5,003	-	5,003
Bus Stop	BFP04	-	-	-
Disc Golf	BFP05	-	-	-
Dog Park	BFP06	33,132	-	33,132
Game Center	BFP07	-	-	-
General	BFP08	-	-	-
Howe Park East	BFP09	-	-	-
Pedestrian Access Improvements	BFP10	-	-	-
Playing Fields	BFP11	-	-	-
Street and Parking Improvements	BFP12	-	-	-
Trees and Beautification	BFP13	-	-	-
Town Square and Plaza	BFP14	-	-	-
Point of Honor	BFP15	-	-	-
		<b>38,135</b>	<b>-</b>	<b>38,135</b>

**City of Crescent City**  
**FY 2020-21 Housing Fund Operating Report**  
**As of April 30, 2021**

% of Year Remaining: 17%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	140	1,010	(870)	-621%	-	(870)	-621%
Recovery-Admin Fee 50%	2	12,500	5,867	6,633	53%	-	6,633	53%
Recovery-HAP 50%	2	12,500	5,867	6,633	53%	-	6,633	53%
HUD Admin Revenue		468,538	413,965	54,573	12%	-	54,573	12%
HUD Housing Assistance		3,291,437	2,670,519	620,918	19%	-	620,918	19%
HAP Owner Reimbursement	3	-	899	(899)	-	-	(899)	-
Port In - HAP	3	4,548	1,079	3,469	76%	-	3,469	76%
Port In - Admin	3	574	104	470	82%	-	470	82%
Grant revenue	4	161,430	123,913	37,517	-	-	37,517	-
Other Revenue		-	1,514	(1,514)	-	-	(1,514)	-
<b>Revenue Total</b>		<b>3,951,667</b>	<b>3,224,737</b>	<b>726,930</b>	<b>18%</b>	<b>-</b>	<b>726,930</b>	<b>18%</b>
Expense								
Housing Assistance Payments		3,291,437	2,690,493	600,944	18%	-	600,944	18%
Personnel								
Housing		404,102	324,709	79,393	20%	-	79,393	20%
City Manager		4,111	3,198	913	22%	-	913	22%
Finance		19,147	14,653	4,494	23%	-	4,494	23%
City Attorney		500	21	480	96%	-	480	96%
Utilities and telephone		19,312	7,424	11,888	62%	2,092	9,796	51%
Materials and supplies		57,894	19,098	38,796	67%	14,135	24,660	43%
Contracts and services		127,030	27,533	99,497	78%	2,429	97,067	76%
Employee Support		10,220	2,723	7,497	73%	-	7,497	73%
Interest remitted to HUD	5	-	-	-	-	-	-	-
ISF Allocations		20,325	14,521	5,804	29%	-	5,804	29%
<b>Expense Total</b>		<b>3,954,078</b>	<b>3,104,372</b>	<b>849,706</b>	<b>21%</b>	<b>18,657</b>	<b>831,049</b>	<b>21%</b>
<b>NET OPERATING RESULTS</b>		<b>(2,411)</b>	<b>120,365</b>					

**NOTES:**

- 1 The majority of interest (LAIF) is received quarterly.
- 2 Fraud recovery is recorded after payments are received.
- 3 These revenues are reimbursements.
- 4 Cares Act revenue
- 5 HUD requires that interest earned on HAP funds held by the Housing Authority is to be remitted to HUD if over \$500.



**City of Crescent City**  
**FY 2020-21 RV Park Fund Operating Report**  
**As of April 30, 2021**

% of Year Remaining: 17%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	4,800	518	4,282	89%	-	4,282	89%
Misc sales		2,500	10,325	(7,825)	-313%	-	(7,825)	-313%
Rental revenue non-TOT	2	76,664	43,798	32,866	43%	-	32,866	43%
Rental revenue - subject to TOT	3	368,333	325,208	43,125	12%	-	43,125	12%
Other revenue		-	-	-		-	-	
<b>Revenue Total</b>		<b>452,297</b>	<b>379,849</b>	<b>72,448</b>	<b>16%</b>	<b>-</b>	<b>72,448</b>	<b>16%</b>
Expense								
Personnel								
RV Park		104,247	75,152	29,095	28%	-	29,095	28%
City Manager		10,279	7,996	2,283	22%	-	2,283	22%
Finance		19,504	11,754	7,750	40%	-	7,750	40%
Utilities and telephone		112,015	80,816	31,199	28%	12,096	19,103	17%
Materials and supplies		49,025	15,744	33,281	68%	10,950	22,330	46%
Contracts and services		67,479	34,431	33,048	49%	6,775	26,273	39%
Other operating uses		1,000	973	27	3%	-	27	3%
ISF Allocations		48,754	40,044	8,710	18%	-	8,710	18%
<b>Expense Total</b>		<b>412,303</b>	<b>266,911</b>	<b>145,392</b>	<b>35%</b>	<b>29,821</b>	<b>115,572</b>	<b>28%</b>
Debt Service		-	-					
CIP		-	-					
<b>Total Expenditures</b>		<b>412,303</b>	<b>266,911</b>					
<b>NET OPERATING RESULTS</b>		<b>39,994</b>	<b>112,938</b>					

Non-TOT = visitors staying longer than 30 days

Subject to TOT = visitors staying less than 30 days

**NOTES:**

- 1 LAIF interest is received quarterly.
- 2 Non-TOT (stays over 30 days) no longer allowed.
- 3 Revenues are highly seasonal.

**City of Crescent City**  
**FY 2019-20 Sewer Fund Operating Report**  
**As of April 30, 2021**

% of Year Remaining: 17%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	89,618	(2,604)	92,222	103%	-	92,222	103%
Other Income	2	25,431	10,754	14,677	58%	-	14,677	58%
Charges for services		3,631,445	3,648,851	(17,406)	0%	-	(17,406)	0%
Sewer connections	3	38,728	82,297	(43,569)	-113%	-	(43,569)	-113%
Sewer lab	4	114,000	87,321	26,679	23%	-	26,679	23%
Other reimbursement		21,120	7,345	13,775		-	13,775	
County collection systems	5	222,927	66,595	156,332	70%	-	156,332	70%
<b>Revenue Total</b>		<b>4,143,269</b>	<b>3,900,559</b>	<b>242,710</b>	<b>6%</b>	<b>-</b>	<b>242,710</b>	<b>6%</b>
Expense								
City Manager		93,143	71,337	21,806	23%	209	21,597	23%
Finance		365,950	272,850	93,100	25%	7,128	85,971	23%
City Attorney		23,122	9,680	13,442	58%	-	13,442	58%
Sewer lab		504,743	317,673	187,070	37%	22,027	165,044	33%
WWTP operations		1,772,453	1,402,582	369,871	21%	282,989	86,882	5%
City collection systems		376,599	245,264	131,335	35%	10,558	120,777	32%
County collection systems		223,493	100,968	122,525	55%	7,135	115,390	52%
WWTP maintenance		213,740	104,553	109,187	51%	11,620	97,566	46%
<b>Operating Expense Total</b>		<b>3,573,243</b>	<b>2,524,907</b>	<b>1,048,336</b>	<b>29%</b>	<b>341,667</b>	<b>706,669</b>	<b>20%</b>
Debt service	6	1,600,000	1,600,000					
Transfers to CIP fund		450,000	-					
<b>Total</b>		<b>5,623,243</b>	<b>4,124,907</b>					
<b>Net</b>		<b>(1,479,974)</b>	<b>(224,348)</b>					

**NOTES:**

- 1 The majority of interest (LAIF) is received quarterly.
- 2 NSF and late fees for all utility accounts are recorded here and then allocated between water and sewer at the end of the year.
- 3 Actual results depend on the number of connections requested.
- 4 Internal lab services are billed after each quarter; external customers are billed the month following service.
- 5 Amounts depend on actual expenditures, billed after each quarter.
- 6 Annual debt service payment is made in July.

**City of Crescent City**  
**FY 2019-20 Water Fund Operating Report**  
**As of April 30, 2021**

% of Year Remaining: 17%

Description	Notes	Budget	Actual	Remaining before Encumbrances		Encumbrances	Remaining after Encumbrances	
				\$ Remaining	% Remaining		\$ Remaining	% Remaining
Revenue								
Interest	1	58,148	9,901	48,247	83%	-	48,247	83%
Rental revenue	2	19,869	17,739	2,131	11%	-	2,131	11%
Other revenue	3	65,580	9,224	56,356	86%	-	56,356	86%
Charges for services		2,276,890	2,271,620	5,270	0%	-	5,270	0%
Water connections	4	52,400	65,040	(12,640)	-24%	-	(12,640)	-24%
Water CSD admin revenue		3,300	1,941	1,359	41%	-	1,359	41%
<b>Revenue Total</b>		<b>2,476,187</b>	<b>2,375,465</b>	<b>100,722</b>	<b>4%</b>	<b>-</b>	<b>100,722</b>	<b>4%</b>
Expense								
City Manager		95,190	72,981	22,209	23%	198	22,011	23%
Finance		352,985	262,783	90,202	26%	7,172	83,029	24%
City Attorney		28,122	18,863	9,259	33%	-	9,259	33%
Water operations		1,912,666	1,220,765	691,901	36%	299,352	392,549	21%
Water CSD		39,778	39,261	517	1%	-	517	1%
<b>Expense Total</b>		<b>2,428,741</b>	<b>1,614,652</b>	<b>814,089</b>	<b>34%</b>	<b>306,723</b>	<b>507,366</b>	<b>21%</b>
Debt service	5	350,000	175,000					
Transfers to CIP fund		95,000	95,000					
<b>Total Expenditures</b>		<b>2,873,741</b>	<b>1,884,652</b>					
<b>Net Operating Results</b>		<b>(397,554)</b>	<b>490,813</b>					

**NOTES:**

- 1 The majority of interest (LAIF) is received quarterly.
- 2 Cell tower rent.
- 3 NSF and late fees are allocated at the end of the year. Other reimbursements and transfers are also included here.
- 4 Includes both the connection fee and charges for equipment/materials related to the connection. Water connection revenues are dependent upon new connections requested.
- 5 Debt service payments are made in December and June.

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: JON OLSON, PUBLIC WORKS DIRECTOR  
ANDREW LEIGHTON, ENGINEERING PROJECT MANAGER**

**DATE: MAY 17, 2021**

**SUBJECT: WASTEWATER TREATMENT PLANT PAVING PROJECT NOTICE OF COMPLETION**

---

## **RECOMMENDATION**

- Authorize the City Manager to sign and file notice of completion for the Crescent City Wastewater Treatment Plant Paving Project

## **BACKGROUND**

Major upgrades to the City's wastewater treatment plant (WWTP) were completed in 2011. The project was a huge undertaking with many components. One of the items left incomplete on the project due to budgetary constraints was final paving of the plant. This left many uneven surfaces and trip hazards. This project minimized these trip hazards as well as addressing issues of ponding/standing water around the WWTP.

## **ITEM ANALYSIS**

GR Sundberg Inc. was the low bidder at \$185,175 and was given a notice of award on 20 January 2021. The notice to proceed was given on the 15 March 2021 with 45 working days giving a completion day of 17 May 2021. Actual work was completed on 16 April 2021, ahead of schedule.

The project was completed on time and within approved budget. Staff also added one of the capital improvement projects proposed by Jacobs Engineering to the paving project. Combining the two projects resulted in significant savings.

Jacobs' capital improvement plan included a project to install an underground line that would allow the transfer of fats, oils, and grease (FOG) to the gravity thickener. Staff was able to add this to the paving project resulting in an estimated savings of approximately \$30,000 to the sewer fund.

Item		Comment
Original Contract Price	\$185,175.00	
Reduce Bid Item #02 Demolition of Asphalt Concrete by 4577 SF for a new total of 4923 SF	(\$8,009.75)	Utilizing existing grade where possible
Increase Bid Item #03 Adjust Concrete Structures by 29 units for a new total of 57 Units	\$14,500.00	Additional work to raise concrete structures to higher asphalt grade
Increase Bid Item #04 3/4 Minus Aggregate Base 7.55 Tons for a new total of 127.55 Tons	\$868.25	Changing the drainage slope behind the RBCs resulted in a slight increase in aggregate base
Increase Bid Item #05 Hot Asphalt Mix by 7.3 Tons for a new total of 357.3 Tons	\$2,007.50	Converting a section between the primary settling tank and the Western wall resulted in additional asphalt
Decrease Bid Item #06 Concrete by 0.26 Lump Sum for a new total of 0.74 Lump Sum	(\$3,805.00)	Additional cost of bid item #05 offset by concrete reduction at same location
Add Bid Item #08 Install new Drain Inlet, bury pipe between primary and gravity thickener, and expose headworks pipe for a lump sum price	\$5,000.00	A drain inlet was added between the RBCs and the dewatering building, a pipe between the primary settling tank and the gravity thickener was buried, and a suspected leaky pipe at the headworks was exposed
Contract Price including CCO1	\$195,736.00	Net change of CCO1 is less than \$75,000 contingency

For each progress payment submitted by the contractor, the City withholds 5% of the payment. The 5% is held in a separate account until a notice of completion is filed or a substantial notice of completion is filed. Once the notice has been filed a 30-day waiting period starts which allows any unpaid sub-contractors to file a lien. If a lien is not filed, the City releases the 5% retention to the contractor.

### **FISCAL ANALYSIS**

Filing a notice of completion does not have a direct fiscal impact.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

GOAL 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.

D. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs

GOAL 3: Obtain the highest levels of organizational excellence

D. Seek methods to create efficiencies and add additional value without compromising safety or performance

### **ATTACHMENTS**

1. Notice of Completion for the Wastewater Treatment Plant Paving Project



Senate Bill No. 18

## CHAPTER 977

*An act to amend Sections 1 and 2 of, and to repeal Sections 3 and 4 of, Chapter 299 of the Statutes of 1867-68, relating to the cession of certain tidelands and submerged lands to the Town of Crescent City.*

[Approved by Governor June 17, 1963. Filed with Secretary of State June 18, 1963.]

*The people of the State of California do enact as follows:*

SECTION 1. Section 1 of the act cited in the title hereof is amended to read:

Section 1. The State of California hereby grants to the City of Crescent City, in the County of Del Norte, the property described as follows:

Beginning at a point where the southerly prolongation of the East City Limit Line of the City of Crescent City intersects a line which is 3200.0 feet southeasterly, at right angles, from and parallel to the City Base Line on the center line of Second Street in said City; thence Southwesterly along said parallel line to the center line of the main Breakwater in Crescent City Harbor; thence Northwesterly along the center line of said Breakwater and the centerline of "A" Street to the Southeasterly line of Front Street in said City; thence Northeasterly and Easterly along the Southeasterly line of Front Street and the Southerly line of Highway U.S. 101 to the East City Limit Line; thence South along said East City Limit and its Southerly prolongation to the point of beginning.

The land hereinabove described is to be forever held by said city and by its successors in trust for the use and purposes, and upon the express conditions following, to wit:

(a) That said lands shall be used by said city and its successors for purposes in which there is a general statewide interest as follows:

(1) For the establishment, improvement and conduct of a harbor, and for the construction, reconstruction, repair, maintenance, and operation of wharves, docks, piers, slips, quays, and all other works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of commerce and navigation; and for public recreation purposes, and for the establishment, improvement and conduct of marinas, facilities, structures, buildings, works and appliances necessary or convenient for the promotion and accommodation of public recreation.

1963 GRANT - BEACH FRONT

(b) Said city, or its successors shall not, at any time, grant, convey, give or alienate said lands, or any part thereof, to any individual, firm or corporation for any purposes whatever; provided, that said city, or its successors, may grant franchises thereon for limited periods, not exceeding 66 years, for wharves and other public uses and purposes, and may lease said lands, or any part thereof, for limited periods, not exceeding 66 years, for purposes consistent with the trusts upon which said lands are held by the State of California, and with the requirements of commerce and navigation, and collect and retain rents and other revenues from such leases, franchises and privileges. Such lease or leases, franchises and privileges may be for any and all purposes which shall not interfere with commerce and navigation. Nothing contained in this paragraph (b) shall be deemed to affect the validity or term of any franchise granted by said city under the Franchise Act of 1937, and any such franchise shall be effective with respect to said lands.

(c) Said lands shall be improved without expense to the State; provided, however, that nothing contained in this act shall preclude expenditures for the development of said lands for any public purpose not inconsistent with commerce, navigation and fishery, by the State, or any board, agency or commission thereof, when authorized or approved by the city, nor by the city of any funds received for such purpose from the State or any board, agency or commission thereof.

(d) In the management, conduct, operation and control of said lands or any improvements, betterments, or structures thereon, the city or its successors shall make no discrimination in rates, tolls or charges for any use or service in connection therewith.

(e) The State of California shall have the right to use without charge any transportation, landing or storage improvements, betterments or structures constructed upon said lands for any vessel or other watercraft, aircraft, or railroad owned or operated by the State of California.

(f) There is hereby reserved to the people of the State of California the right to fish in the waters on said lands with the right of convenient access to said water over said lands for said purpose.

(g) There is hereby excepted and reserved in the State of California all deposits of minerals, including oil and gas, in said lands, and to the State of California, or persons authorized by the State of California, the right to prospect for, mine, and remove such deposits from said lands.

(h) Said lands are granted subject to the express reservation and condition that the State may at any time in the future use said lands or any portion thereof for highway purposes without compensation to the city, its successors or as-



signs, or any person, firm or public or private corporation claiming under it, except that in the event improvements, betterments or structures have been placed upon the property taken by the State for said purposes, compensation shall be made to the person entitled thereto for the value of his interest in the improvements, betterments or structures taken or the damages to such interest.

(i) The State Lands Commission shall, at the cost of the city, survey and monument the granted lands and record a description and plat thereof in the office of the County Recorder of Del Norte County.

(j) If the lands, or any part thereof, granted to the city by this act are not used for the purposes authorized by the amendment of this section made at the 1963 Regular Session of the Legislature within 10 years from the effective date of said amendment, or if such use is discontinued thereafter, the right, title, and interest of the city in and to said lands shall cease and said lands shall revert and rest in the State.

SEC. 2. Section 2 of said act is amended to read:

SEC. 2. The said waterfront and overflowed lands herein granted shall not be subject to execution upon any judgment against said city.

SEC. 3. Section 3 of said act is repealed.

SEC. 4. Section 4 of said act is repealed.

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, FINANCE DIRECTOR**

**DATE: MAY 17, 2021**

**SUBJECT: BUDGET FOR CDBG-CV PROGRAM – MOBILE FOOD PANTRY**

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## **RECOMMENDATION**

- Adopt Resolution No. 2021-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY

## **BACKGROUND**

The Department of Housing and Community Development administers the Community Development Block Grant (CDBG) program for non-entitlement jurisdictions in California. (Cities with populations less than 50,000 and counties with populations less than 200,000 are considered non-entitlement areas, meaning they do not apply for CDBG funding directly from the Federal government but rather apply to the State.) This program provides grant funding for programs associated with economic development and services to low income individuals and families.

The CDBG program was allocated funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide funding to local agencies responding to the COVID-19 pandemic. This funding is non-competitive and allocated to all jurisdictions according to a formula. The projects must be specifically targeted to prevent, prepare for, and respond to COVID-19. Funding was awarded in multiple rounds.

For round 1 (CDBG CV-1), Crescent City and Del Norte County elected to pool their allocations to fund a single project, and selected the Family Resource Center of the Redwoods (FRC) to create and operate a mobile food pantry to serve the entire county. Since the City already has an existing relationship with FRC, the City was asked to administer the grant funds and oversee the subrecipient.

## **ANALYSIS**

The City has received a fully executed Standard Agreement from the State Department of Housing and Community Development for the CDBG CV1 funding, and the subrecipient (Family Resource Center of the Redwoods) is ready to begin spending the grant funds to implement the mobile food pantry program.

### **FISCAL ANALYSIS**

The total grant award for this project is \$185,653 and will cover the subrecipient's cost to operate the program plus the City's administrative cost to manage the grant. This grant is on a reimbursement basis, meaning the subrecipient will operate the program and then apply to the City for reimbursement of its actual costs. The City will pay the subrecipient and then apply to the State for reimbursement of those costs plus the City's administrative costs.

The full amount will be budgeted in a special CDBG-CV fund, and unused amounts will be carried over to the next fiscal year until all of the grant funds are expended or the grant period ends.

The City also applied for additional funding for this program under the round 2 and 3 funding (CDBG CV2/3), which will extend the program for an additional year. After the City receives the executed agreement for the round 2/3 funding, a budget amendment for those additional funds will be brought back to the Council.

### **STRATEGIC PLAN ANALYSIS**

This report is consistent with Strategic Plan Goal 3, ongoing priority to "Maintain responsible fiscal management and accountability."

### **ATTACHMENTS**

1. Resolution No. 2021-25

## RESOLUTION NO. 2021-25

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

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

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

**WHEREAS**, the City was awarded \$186,653 under the Community Development Block Grant (CDBG) Coronavirus Response Notice of Funding Availability to support the mobile food pantry operated by the Family Resource Center of the Redwoods; and

**WHEREAS**, the City has received a fully executed agreement from the State Department of Housing and Community Development and this program is ready to begin expending grant funds; and

**WHEREAS**, the grant revenue and expenditures will be budgeted and any unused amounts carried over to the following fiscal year until the funds are expended or the grant period ends; and

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

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

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

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
CDBG-CV Fund	\$186,653	\$186,653

**APPROVED and ADOPTED** and made effective the same day at a meeting of the City Council of the City of Crescent City held on the 17th day of May, 2021 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

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

**DATE: MAY 17, 2021**

**SUBJECT: 2017 CDBG SUBRECIPIENT AGREEMENT WITH NORTH COAST RAPE CRISIS TEAM – BUDGET TRANSFER**

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## **RECOMMENDATION**

- Authorize the City Manager to sign Amendment No. 2 to the Subrecipient Agreement with the North Coast Rape Crisis Team for budget line-item transfer in 2017 CDBG grant funding

## **BACKGROUND**

The Department of Housing and Community Development administers the Community Development Block Grant (CDBG) program for non-entitlement jurisdictions in California. (Cities with populations less than 50,000 and counties with populations less than 200,000 are considered non-entitlement areas, meaning they do not apply for CDBG funding directly from the Federal government but rather apply to the State.) This program provides grant funding for programs associated with economic development and services to low income individuals and families. Activities eligible for General Allocation funding include public services, public facilities, public improvements, housing activities, business assistance, microenterprise assistance, and planning and technical studies.

The City applied for and was awarded grants under the 2017 CDBG Notice of Funding Availability. One of the programs funded with this grant is the North Coast Rape Crisis Team (NCRCT), which provides 24-hour hotline, community outreach and education, and direct support for survivors of domestic abuse and sexual assault. The 2017 grant is nearing completion, with the deadline for NCRCT to expend funds by June 2021. NCRCT has contacted City staff to request a budget transfer between two line items in their program to allow them to more efficiently spend down the funds before the grant deadline. NCRCT has also received funding through the City's 2020 CDBG grant, and plans to complete spending the 2017 grant by May 31, 2021 to allow for closeout documentation to be completed on time and begin the 2020 grant.

## **ITEM ANALYSIS**

Like many other programs, the NCRCT program has been impacted by COVID in the services being requested. NCRCT has seen a reduction in the budgeted Client Assistance category (hotel stays, clothing, food, transportation, etc.) and has put more effort into outreach, hotline staffing, and education. NCRCT is requesting to transfer

\$3,000 from the Client Assistance category into Personnel for this change. The current approved budget and requested budget transfer are shown below:

	Current Budget	Proposed Budget
Personnel	\$118,903	\$121,903
Operating	\$8,707	\$8,707
Client Assistance (Support Services)	\$12,390	\$9,390
Total	\$140,000	\$140,000

### **FISCAL ANALYSIS**

This project is fully funded through the City's 17-CDBG-12092 grant on a reimbursable basis. Actual costs of the program are paid by NCRCT, then submitted to the City for reimbursement. After the City reimburses NCRCT, the City submits a reimbursement request to the State.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(A): Enhance collaboration with other agencies and the community to better aid the public
- Goal 2(B): Support community organizations that provide measurable services to the community
- Goal 2(D): Collaborate with other jurisdictions and nonprofits to maximize regional effectiveness and amplify funding opportunities
- Goal 2(F)(9): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

### **ATTACHMENTS**

1. Budget transfer request from NCRCT
2. Amendment No. 2 to Subrecipient Agreement

# North Coast Rape Crisis Team

March 5, 2021

Linda Leaver, Finance Director  
City of Crescent City  
377 J Street  
Crescent City, CA 95531

RE: CDBG Grant No. 17-CDBG-12092  
Subrecipient Agreement for North Coast Rape Crisis Team (NCRCT)  
Request for Budget Amendment

Dear Linda,

The North Coast Rape Crisis Team would like to request a small budget amendment to the above referenced grant, transferring about \$3,000 from Support "Assistance to Clients" budget Line Item to Personnel Costs (Wages, Benefits, PR Taxes). This transfer will support personnel costs through May 31. We were unable to spend down the Support budget line item this grant cycle due to the COVID-19 pandemic. As of April 30, 2021, we had \$9,061 balance remaining in this line item, as well as a \$2,588 unspent balance in the Travel line item (also due to COVID-19)

Subject to the approval of this request, we plan to close charging costs to this grant effective May 31, 2021 and begin assigning costs to the new 2020 grant effective June 1, 2021.

We appreciate your consideration of our request and look forward to hearing from you.

Sincerely,

NORTH COAST RAPE CRISIS TEAM



Paula Arrowsmith-Jones  
Executive Director

PAJ:spc

cc: Susan Clower, Finance Manager, NCRCT  
Bridget Lacey, Accountant, City of Crescent City

Child  
Assault  
Prevention  
Project

Children and  
Adults  
Learning to  
Mend

24-Hour  
Crisis Lines:

Del Norte  
(707) 465-2851

Humboldt  
(707) 445-2881

Collect Calls  
Accepted

Business Offices:

P.O. Box 1082  
Crescent City, CA  
95531-1082

(707) 465-6961  
(707) 465-5371 fax

P.O. Box 1011  
Eureka, CA  
95502-1011

(707) 443-2737  
(707) 443-2755 fax

[www.ncrct.org](http://www.ncrct.org)

**AMENDMENT NO. 2**  
**TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF CRESCENT CITY**  
**AND NORTH COAST RAPE CRISIS TEAM FOR SEXUAL ASSAULT SERVICES**

This Amendment No. 2 to the Subrecipient Agreement between the City of Crescent City and North Coast Rape Crisis Team for Sexual Assault Services dated December 18, 2018, as amended, is hereby entered into by and between the parties for the purpose of amending the budget line items set forth therein.

**1.0 Amendment.** Paragraph A, Grant Expenditures, of Section IV, Budget, of the Subrecipient Agreement is hereby amended as follows:

	<b>Original Budget</b>	<b>Revised Budget</b>
Personnel	\$118,903	\$121,903
Operating	\$8,707	\$8,707
Client Assistance (Support Services)	\$12,390	\$9,390
<b>Total</b>	<b>\$140,000</b>	<b>\$140,000</b>

**2.0 Remaining Provisions.** All remaining provisions of the Subrecipient Agreement dated December 18, 2018, as amended, remain unaffected hereby and in full force and effect.

Approved and executed this 17<sup>th</sup> day of May, 2021, at Crescent City, California.

City of Crescent City:

North Coast Rape Crisis Team:

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

By: \_\_\_\_\_  
Paula Arrowsmith Jones, Community  
Outreach Coordinator

ATTEST:

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



# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, FINANCE DIRECTOR**

**DATE: MAY 17, 2021**

**SUBJECT: BUDGET FOR 2020 CDBG PROGRAM – NORTH COAST RAPE CRISIS TEAM**

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## **RECOMMENDATION**

- Adopt Resolution No. 2021-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY

## **BACKGROUND**

The Department of Housing and Community Development administers the Community Development Block Grant (CDBG) program for non-entitlement jurisdictions in California. (Cities with populations less than 50,000 and counties with populations less than 200,000 are considered non-entitlement areas, meaning they do not apply for CDBG funding directly from the Federal government but rather apply to the State.) This program provides grant funding for programs associated with economic development and services to low income individuals and families. Activities eligible for General Allocation funding include public services, public facilities, public improvements, housing activities, business assistance, microenterprise assistance, and planning and technical studies.

The City applied for and was awarded grants under the 2020 CDBG Notice of Funding Availability. The grant awards will fund the Food Pantry (Family Resource Center of the Redwoods), North Coast Rape Crisis Team, Microenterprise Technical Assistance, and Business Loan Program.

## **ANALYSIS**

Each of these projects will be under a separate contract between the City and the State Department of Housing and Community Development (HCD). The City has received a fully executed contract for the North Coast Rape Crisis Team program, which is ready to

begin spending grant funds. This resolution will amend the City's current budget to include this particular subrecipient's funding allocation.

### **FISCAL ANALYSIS**

The total grant award for this project is \$150,500 and will cover the subrecipient's cost to operate the program plus the City's administrative cost to manage the grant. This grant is on a reimbursement basis, meaning the subrecipient will operate the program and then apply to the City for reimbursement of its actual costs. The City will pay the subrecipient and then apply to the State for reimbursement of those costs plus the City's administrative costs.

The full amount will be budgeted in a special CDBG fund, and unused amounts will be carried over to the next fiscal year until all of the grant funds are expended or the grant period ends.

### **STRATEGIC PLAN ANALYSIS**

This report is consistent with Strategic Plan Goal 3, ongoing priority to "Maintain responsible fiscal management and accountability."

### **ATTACHMENTS**

1. Resolution No. 2021-26

**RESOLUTION NO. 2021-26**

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

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

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

**WHEREAS**, the City applied for and was awarded \$150,500 under the 2020 Community Development Block Grant (CDBG) Notice of Funding Availability to support the North Coast Rape Crisis Team; and

**WHEREAS**, the City has received a fully executed agreement from the State Department of Housing and Community Development and this program is ready to begin expending grant funds; and

**WHEREAS**, the grant revenue and expenditures will be budgeted and any unused amounts carried over to the following fiscal year until the funds are expended or the grant period ends; and

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

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

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

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
2020 CDBG Fund	\$150,500	\$150,500

**APPROVED and ADOPTED** and made effective the same day at a meeting of the City Council of the City of Crescent City held on the 17th day of May, 2021 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, FINANCE DIRECTOR**

**DATE: MAY 17, 2021**

**SUBJECT: CREATION OF SPECIAL REVENUE FUND FOR AMERICAN RESCUE PLAN ACT OF 2021**

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## **RECOMMENDATION**

- Adopt Resolution No. 2021-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CREATION OF A NEW SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN FUNDING

## **BACKGROUND**

On March 11, 2021 President Biden signed into law H.R. 1319, the American Rescue Plan Act, which includes \$65 billion in direct funding for cities to respond to and recover from the COVID-19 pandemic. There will be multiple eligible uses for these funds, including replacement of revenues lost due to COVID-19 (which has not been an eligible use for any other source of funding to date), reimbursement of expenditures related to COVID-19, premium pay for essential workers, and infrastructure (water, sewer, and broadband). The Treasury Department is expected to issue more specific guidance on how to use this funding in the near future. Staff is waiting for this guidance to be released and then will bring the information back to the Council for a discussion on how to allocate the funds. Final numbers have not yet been released, but the City is anticipated to receive approximately \$1.2 million.

Since we do not yet have final guidance on the use of this funding, staff recommends this money be tracked in a separate fund so it is not co-mingled with any other funds.

## **ANALYSIS**

City Council approval is required to create a new fund in the City's accounting system. Upon approval, the Finance Department will create the fund and appropriate accounts for tracking the revenues and expenses related to this funding.

### **FISCAL ANALYSIS**

There is no fiscal impact to creating a new fund in the City's accounting system.

### **STRATEGIC PLAN ANALYSIS**

This report is consistent with Strategic Plan Goal 3, ongoing priority to "Maintain responsible fiscal management and accountability."

### **ATTACHMENTS**

1. Resolution No. 2021-27

**RESOLUTION NO. 2021-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
ESTABLISHING A NEW FUND FOR THE AMERICAN RESCUE PLAN ACT OF 2021  
FUNDING**

**WHEREAS**, the City of Crescent City will be allocated funding under the American Rescue Plan Act of 2021; and

**WHEREAS**, the Treasury Department has not yet issued final guidance on the use of these funds, and best practice is for the City to track this funding separately from other City funds.

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

1. That the City of Crescent City establish a new fund for the American Rescue Plan Act of 2021 funding.

**APPROVED and ADOPTED** and made effective the same day at a meeting of the City Council of the City of Crescent City held on the 17th day of May, 2021, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, FINANCE DIRECTOR**

**DATE: MAY 17, 2021**

**SUBJECT: GENERAL FUND REVENUE UPDATE**

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## **RECOMMENDATION**

- Adopt Resolution No. 2021-28, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY

## **BACKGROUND**

The COVID-19 pandemic has resulted in national, state, and locally-declared emergencies. Impacts on the economy have been widespread and changing over time.

The Council has taken various actions to assist in mitigating the health emergency and also to deal with the economic impacts as we navigate the crisis. Some of these include:

- Drastically reduce expenditures in the General Fund
- Provide technical assistance (staff and outside consultants) to local businesses
- Waive late fees for most City services
- No water shut-offs for nonpayment during the emergency
- Waive late fees and penalties for January – March TOT if paid by August 31
- Increase options for doing business with the City online or by phone
- Adjust employee and facility schedules, increase cleaning and disinfecting procedures
- Coordinate with County Emergency Operations
- Apply for additional grant funding for local businesses
- Approve placing a 1% sales tax measure on the ballot to fund essential services

As discussed at multiple Council meetings over the last year, the financial impacts of this emergency have been extremely difficult to forecast, and the City budget will be adjusted periodically as we receive additional information.

The City Council adopted the Fiscal Year 2020-21 budget on June 22, 2020 and has the authority to amend the adopted budget by resolution when necessary. The General Fund revenues have been updated a number of times throughout the fiscal year, most recently at the mid-year budget update in March. After that mid-year update, staff received an update from the City's sales tax consultant HdL regarding sales tax revenue forecast for the remainder of the current fiscal year.

### **ITEM ANALYSIS**

The City contracts with a sales tax consultant (HdL) to provide revenue forecasts. This year has been especially challenging for projections, and HdL is providing updates at least quarterly as events unfold. The last update, which was presented to the Council at the mid-year update was to increase the FY 20-21 sales tax projection to \$1,567,668. In late April, staff received another update from HdL for FY 20-21 which further increases the projection to slightly over \$1.8 million. This represents the City's portion of the state sales tax rate and does not include Measure S, which just began to be collected April 1, 2021. Measure S revenues will be monitored over the next several months and then HdL will begin providing updated revenue projections for Measure S in the fall.

Staff recommends increasing the budgeted sales tax revenue (not including Measure S) by \$182,332 to a total of \$1,750,000. This provides a slightly conservative budget compared to HdL's most recent forecast of just over \$1.8 million.

### **FISCAL ANALYSIS**

Approving the attached budget resolution will increase budgeted General Fund revenues by \$182,332.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

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

### **ATTACHMENTS**

- Resolution No. 2021-28



**RESOLUTION NO. 2021-28**

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

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

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

**WHEREAS**, due to the COVID-19 pandemic and its impacts on the economy, the City adopted a conservative budget and has committed to providing regular updates as the situation evolves; and

**WHEREAS**, City staff has received updated information regarding sales tax revenues for the current fiscal year; and

**WHEREAS**, the adopted budget should be amended to reflect the most current information to aid in decision-making.

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

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

	Revenue Increase (Decrease)	Expense Increase (Decrease)
General Fund	\$182,332	\$0

**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 17th day of May 2021, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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

# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: JON OLSON, PUBLIC WORKS DIRECTOR  
ANDREW LEIGHTON, ENGINEERING PROJECT MANAGER**

**DATE: MAY 17, 2021**

**SUBJECT: WWTP ROTATING BIOLOGICAL CONTACTOR (RBC) CAPITAL  
UPGRADE, MEMBRANE BIOREACTOR (MBR) REPLACEMENT AND  
BIOSOLIDS/DIGESTER OPTIMIZATION PLAN – TECHNICAL  
ASSISTANCE PLANNING GRANT**

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## **RECOMMENDATION**

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Adopt Resolution No. 2021-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AND ADMINISTER AGREEMENT NUMBER SWRCB0000000000D2001037 WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PURPOSE OF PROJECT NUMBER C-06-8558-110
- Adopt Resolution No. 2021-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2020-21 BUDGET OF THE CITY OF CRESCENT CITY
- Direct staff to draft and solicit a request for qualifications for this project

## **BACKGROUND**

The Crescent City Wastewater Treatment Plant serves a disadvantaged community (DAC) and struggled to meet the financial commitments of the SRF loan for a major plant renovation which was completed in 2011. Although the City was successful in completing a Proposition 218 process to address revenue deficiency with rates, a ballot referendum (Measure Q) rejected the proposed rate increases in November 2016. An updated financial pro forma analysis completed in 2018 indicated the Sewer Fund would deplete all reserves and go negative by fiscal year 2023-24 if budgeted operating costs and revenue remained unchanged. Over the past years the City has worked closely with the State Water Board Division of Financial Assistance, and Regional Water Quality Board to develop a strategic plan to address this shortfall. Key elements of the plan include the following:

- Revenue – Increase revenue through addition of new customers and reduction in facility variable and fixed operating costs using Prop 1 and other grant processes.
- Relief – Seek relief of debt principal. The City has tried this approach and was unsuccessful in obtaining debt relief.
- Restructure – Restructuring debt to increase the period or restructure how the SRF loan is amortized. Staff has worked with the SWRCB over the past several years on this element. Great strides have been accomplished including extending the loan period from 20 to 30 years, reducing the interest rate from 2.4% to 0%, and financially shaping the loan amortization. These actions will save this community more than 14 million dollars over the life of the loan.
- Rates – Continue to analyze rates to ensure an equitable rate structure and sustainable utility; recent California Supreme Court decision declared that rates that pass the Prop 218 process are not subject to referendum (*Wilde v. City of Dunsmuir*, 9 Cal.5th.1105 (2020))
- Operations - Optimizing operations and stabilizing plant staffing by engaging Jacobs Engineering in 2019 as our WWTP operations team.

Staff submitted a Prop 1 application at the end of last year to request grant funding to proceed with analysis and design for these projects, and subsequently updated the application and resolution to reflect the funding source would be the State Revolving Fund instead of Prop 1.

### **ITEM ANALYSIS**

Staff worked with State technical assistance to develop revenue enhancement and cost reduction projects. These projects will be designed to lower variable operating costs through efficiency improvements. This is a vital component to the goal of making the utility financially healthy to protect public safety and ensure ongoing environmental performance. Ten projects were identified for grant eligibility screening and potential further development beginning with a preliminary engineering evaluation/project initiation documents. Of the ten projects, the top three identified to enhance revenue and/or reduce operations and maintenance (O&M) costs are:

1. Rotating Biological Contractors (RBC) Capital Upgrade
2. Membrane BioReactors (MBR) Membrane Replacement
3. Biosolids/Digester Optimization

This grant for which the City applied provides funds for technical assistance (TA). This will accomplish Phase 1 of a two phase process. The expected work products developed from this TA grant will include the following:

1. 50% engineered plans for the top three projects
2. Specifications for the projects
3. Engineers estimates for the projects
4. Environmental studies and documents
5. Permits for the projects

6. Completed application for final design and construction funds for the projects (Phase II).

When Phase I is complete, the City will have 50% plans and specification for the projects and a grant application made to the State to complete the plans, bid the project, and construct it (Phase II).

Staff will begin the Phase 1 work upon full execution of the agreement with the State Water Resources Control Board. The expenditure deadline for the funding is September 30, 2023.

### **FISCAL ANALYSIS**

Adopting the resolutions and accepting the forgivable loan has no fiscal impact other than administrative staff time. Staff time related to project development may be eligible for reimbursement.

PROJECT FUNDING AMOUNT	\$393,405
PRINCIPAL FORGIVENESS COMPONENT:	\$393,405

Total anticipated net cost to the City: \$ 0

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals...

GOAL 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors.

D. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs

GOAL 2: Promote a thriving local economy

A. Evaluate and optimize additional revenue sources

D. Collaborate with other jurisdictions and non-profits to maximize regional effectiveness and amplify funding opportunities

GOAL 3: Obtain the highest levels of organizational excellence

B. Maintain responsible fiscal management and accountability

### **ATTACHMENTS**

1. Resolution 2021-29
2. Resolution 2021-30
3. SWRCB Agreement

## **RESOLUTION NO. 2021-29**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AND ADMINISTER AGREEMENT NUMBER SWRCB0000000000D2001037 WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PURPOSE OF PROJECT NUMBER C-06-8558-110**

**WHEREAS**, the Crescent City Wastewater Treatment Plant serves a disadvantaged community and is struggling to meet the financial commitments of the existing SRF loan which funded a major plant renovation that was completed in 2011; and

**WHEREAS**, the City was successful in completing a Proposition 218 process to address revenue deficiency with rates in 2016, a ballot referendum subsequently rejected the proposed rate increases; and

**WHEREAS**, an updated financial pro forma analysis completed in 2018 indicates the Sewer Fund would deplete all reserves and go negative by fiscal year 2023-24 if budgeted operating costs and revenue remained unchanged; and

**WHEREAS**, the City has been working closely with the State Water Resources Control Board Division of Financial Assistance and the Regional Water Quality Control Board to develop a strategic plan to address this shortfall; and

**WHEREAS**, State funding is currently available for technical assistance (engineered plans and specifications, construction estimates, environmental documents, permits, application for construction funds) for projects that will enhance revenue and reduce operations and maintenance costs; and

**WHEREAS**, the top three projects with potential to enhance revenue and reduce operations and maintenance costs are identified herein and will be the subject of the grant application; and

**WHEREAS**, the City applied for a State Water Resources Control Board loan with 100% forgiveness and was awarded funding to develop RBC Capital Upgrade, MBR Membrane Replacement, and Biosolids/Digester Optimization Plan; and

**WHEREAS**, the CSWRCB is funding \$393,405 of the \$393,405 needed to complete the goals and objectives of this forgivable loan; and

**WHEREAS**, the City Council must authorize the nomination of SWRCB funds, accept eligibility determination and authorize an agent of the City of Crescent City to administer the program agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA THAT:**

1. The City Manager is authorized as agent of the City of Crescent City, to execute any and all SWRCB agreements and to administer them.
2. The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the grant funding application, including executing any required agreements with the State Water Resources Control Board and any amendments or changes thereto.
3. The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the City's responsibilities under the executed agreements, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 17<sup>th</sup> day of May, 2021, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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

**RESOLUTION NO. 2021-30**

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

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

**WHEREAS**, the City Council adopted said budget; and

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

**WHEREAS**, the City applied for and has been awarded a forgivable loan under agreement number SWRCB0000000000D2001037 with the California State Water Resources Control Board for the purpose of Project Number C-06-8558-110; and

**WHEREAS**, the forgivable loan was received after the adopted budget; and

**WHEREAS**, acceptance and expenditure of this forgivable loan requires an amendment to the City's Fiscal Year 2020-21 budget.

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

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

<b>Fund</b>	<b>Revenue Increase</b>	<b>Expense Increase</b>
Sewer Fund	\$393,405	\$393,405

2. That any unspent portion of this project will be rolled over to the subsequent fiscal year until the project is complete or until the expenditure deadline.

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 17<sup>th</sup> day of May, 2021, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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



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CLEAN WATER SMALL COMMUNITY  
PLANNING LOAN

AGREEMENT NO. SWRCB0000000000D2001037

by and between

CITY OF CRESCENT CITY ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

PROJECT NO. C-06-8558-110

and

RBC CAPITAL UPGRADE, MBR MEMBRANE REPLACEMENT, AND BIOSOLIDS/DIGESTER  
OPTIMIZATION PROJECT ("Project")

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Section 13475 et seq. of the Water Code, and Resolution Nos. 2020-0023 and 2019-0064.

PROJECT FUNDING AMOUNT: \$393,405

PRINCIPAL FORGIVENESS COMPONENT: \$393,405

ESTIMATED REASONABLE PROJECT COST: \$393,405

ELIGIBLE WORK START DATE: DECEMBER 3, 2019

WORK COMPLETION DATE: SEPTEMBER 30, 2023

FINAL REIMBURSEMENT REQUEST DATE: DECEMBER 31, 2023

RECORDS RETENTION END DATE: SEPTEMBER 30, 2059

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1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - Exhibit A – Scope of Work and Schedule
  - Exhibit B – Specific Funding Provisions
  - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
  - the Waste Discharge Requirement Order No. R1-2017-0002 (and/or National Pollutant Discharge Elimination System Permit No. CA0022756);
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Crescent City	
Section:	Division of Financial Assistance		
Name:	Francine Fua, Project Manager	Name:	Eric Wier, City Manager
Address:	1001 I Street, 16 <sup>th</sup> Floor	Address:	377 J. Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Crescent City, CA 95531
Phone:	(916) 322-9682	Phone:	(707) 464-9506 Ext. 232
Fax:		Fax:	
Email:	Francine.Fua@waterboards.ca.gov	Email:	ewier@crescentcity.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) [Reserved]
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
  - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF CRESCENT CITY:

STATE WATER RESOURCES CONTROL BOARD:

By: \_\_\_\_\_

Name: Eric Wier  
Title: City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leslie Laudon  
Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement shall be used evaluate upgrades to the Recipient's Rotating Biological Contactor (RBC), Membrane Bioreactor (MBR), and Biosolids processes to help optimize the Wastewater Treatment Plant, improve water quality, and avoid depletion of reserves. Funding under this Agreement shall be used to complete a Field Report, Preliminary Engineering Report, Preliminary Plans, Specification, and Cost Estimate, Environmental Documents, and a CWSRF Construction Funding Application.

### A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

ITEM	DESCRIPTIONS
1	<p>Project Report</p> <p>1.1 Gather, review, and summarize as-built data, current and projected demands, and findings of inspections in a field report.</p> <ul style="list-style-type: none"> <li>• Rotating Biological Contactors (RBC) Retrofit <ul style="list-style-type: none"> <li>○ Gather and review original RBC equipment design/criteria parameters and engineering drawings. Collect wastewater flow characteristics (maximum, average, and minimum) for the following: flow, biochemical oxygen demand (BOD; total and soluble), total suspended solids (TSS), volatile suspended solids (VSS), total kjeldahl nitrogen (TKN), ammonia (NH<sub>3</sub>), phosphorous, water temperature, pH, and alkalinity.</li> <li>○ Confirm wastewater flow characteristics. Determine estimated population growth and include indesign considerations.</li> </ul> </li> <li>• Membrane Bioreactors (MBR) Membrane Replacement <ul style="list-style-type: none"> <li>○ Gather and review original MBR design criteria/parameters and engineering drawings.</li> </ul> </li> <li>• Digester Rehabilitation/Replacement <ul style="list-style-type: none"> <li>○ Gather and review original biosolids tank designs criteria/parameters and engineering drawings. Verify process information including: solids, loading rate, hydraulic loading, volatile solids reduction. Gather typical heating and mixing rates in primary tank.</li> <li>○ Determine the structural integrity of the existing digester tanks and roofs.</li> </ul> </li> </ul> <p>1.2 Prepare an Engineering Report in accordance with the Division's requirements and guidelines for a CWSRF Construction funding application.</p> <ul style="list-style-type: none"> <li>• Summarize the results of the findings from Item 1.1 above and recommended improvements including a description of the equipment that needs to be replaced, new or rehabilitated facilities, sizing, general locations, and planning-level budget estimates.</li> <li>• Review RBC components including the shaft, media, media support system, mechanical drives, bearings to determine if any components failed due to excess wear and tear due to the end of the useful life. Failure analysis will be incorporated to determine if any new components need to be upgraded to extend the useful life of the new equipment. A discussion with the manufacturer may be conducted if new media needs to be installed including configuration and destiny to reduce operation and maintenance (O&amp;M) costs.</li> </ul>

ITEM	DESCRIPTIONS
	<ul style="list-style-type: none"> <li>Review MBR components and recommend membranes with increasing levels of integrity. Discuss alternatives (including the option to add pulse technology) to the MBR system with the manufacturer. Include a cost benefit analysis to present the best alternative with regards to reducing O&amp;M costs.</li> <li>Determine digester components that will need to be replaced to ensure operation is continued. Determine the footprint of the existing and new tanks and formulate a plan for demolition of the old tanks. Determine if additional concrete slabs will need to be installed to house new equipment or if existing space is adequate. Perform a cost benefit analysis to determine the number, size, type (floating or attached roof), and configuration of digesters to reduce O&amp;M costs.</li> <li>Include recommended upgrades to any design parameters and minimum design criteria.</li> </ul> <p><i>ITEM 1 SUBMITTAL:</i>  a) Field Report  b) Draft Engineering Report  c) Final Engineering Report</p>
2	<p>Preliminary Plans, Specifications, and Cost Estimate</p> <p>2.1 Prepare preliminary drawings for the selected construction project, including cover sheet, updated process and instrumentation diagrams, technical specifications, a total cost estimate for the final design, and permits (county or local permits for construction).</p> <p>2.2 Conduct surveying and/or geotechnical studies (if applicable).</p> <p>2.3 Complete 30% and 50% plans and specifications (P&amp;S) for the selected construction project.</p> <p><i>ITEM 2 SUBMITTAL:</i>  a) 30% P&amp;S  b) 50% P&amp;S and Cost Estimate</p>
3	<p>Environmental Compliance</p> <p>3.1. Review the selected construction project for possible exemptions to the California Environmental Quality (CEQA) and National Environmental Policy Act (NEPA).</p> <p>3.2. Develop a comprehensive project description, identify the level of potential environmental impacts, and prepare draft CEQA/NEPA documentation for the selected construction project including recommended mitigation measures, a mitigation monitoring and response plan (if applicable) and draft findings.</p> <p>3.3. Complete all necessary environmental documents, including CEQA and Federal Cross-Cutter Documents, to satisfy the CWSRF Financial Assistance Application for Construction requirements.</p> <p>3.4. Prepare a Coastal Development Permit application for the selected construction project.</p> <p><i>ITEM 3 SUBMITTAL:</i>  a) Draft CEQA Documents  b) Final CEQA Documents</p>

ITEM	DESCRIPTIONS
	c) Draft Environmental Federal Cross-Cutter Documents d) Final Environmental Federal Cross-Cutter Documents e) Coastal Development Permit Application
4	CWSRF Construction Funding Application  4.1. Prepare and submit a complete CWSRF Financial Assistance Application for Construction (General, Technical, Environmental, and Financial Packages, including all supporting materials).  <i>ITEM 4 SUBMITTAL:</i> a) Financial Assistance Application for Construction

### A.3 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1	Project Report a) Field Report b) Draft Engineering Report c) Final Engineering Report	N/A N/A N/A	September 30, 2021 December 31, 2021 January 31, 2022
2	Preliminary Plans, Specifications, and Cost Estimate a) 30% P&S b) 50% P&S and Cost Estimate	N/A N/A	September 30, 2021 October 31, 2021
3	Environmental Compliance a) Draft CEQA Documents b) Final CEQA Documents c) Draft Environmental Federal Cross-Cutter Documents d) Final Environmental Federal Cross-Cutter Document e) Coastal Development Permit Application	N/A N/A N/A N/A N/A	November 30, 2021 December 31, 2021 January 31, 2022 February 28, 2022 February 28, 2022
	CWSRF Construction Funding Application a) Financial Assistance Application for Construction	N/A	March 30, 2022
<b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
<b>REIMBURSEMENTS</b>			
	Final Reimbursement Request	December 31, 2023	N/A
<b>REPORTS</b>			
	Progress Reports	N/A	Quarterly
	As Needed Reports	TBD	N/A

The Recipient must deliver any request for extension of the Work Completion Date no less than 90 days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

#### A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, amount budgeted, amount spent, and percent completion for each task;
- 2) Statement indicating if all critical due dates are on track;
- 3) Statement indicating if all deliverable due dates are on track;
- 4) A description of compliance with any special conditions; and
- 5) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

## EXHIBIT B – FUNDING AMOUNTS

### B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

### B.2 RECIPIENT CONTRIBUTIONS.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

### B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

### B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COSTS	PROJECT FUNDING AMOUNT
Project Report	\$33,400	\$33,400
Preliminary Plans, Specifications, and Cost Estimate	\$250,000	\$250,000
Environmental Compliance	\$50,005	\$50,005
CWSRF Construction Funding Application	\$60,000	\$60,000
TOTAL	\$393,405	\$393,405

Funds may be shifted between line items as approved by the Project Manager. The sum of adjusted line items must not exceed the total budget amount.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

### B.5 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.



2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Division may withhold disbursements where costs incurred do not reflect actual time spent.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
7. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. The Recipient must submit all draft deliverables prior to reimbursement beyond 70 percent of the Project Funding Amount, and it must submit all final deliverables to the Division prior to reimbursement beyond 90 percent of the Project Funding Amount.
9. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

#### B.6 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
  - b) Failure to operate the System or the Project without the Division's approval;
  - c) The occurrence of a material breach or event of default under any System obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

## D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

- (a) The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.
- (b) The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
- (c) The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.
- (d) Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- (e) There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- (f) The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- (g) Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such

financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

- (h) The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- (i) The Recipient has no conflicting or Material Obligations.
- (j) The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

D.3 [Reserved].

D.4 [Reserved].

D.5 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.6 RATES, FEES, AND CHARGES.

- (a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement.
- (b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.7 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov) of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
  - iii. Loss, theft, damage, or impairment to Project;
  - iv. Events of Default, except as otherwise set forth in this section;
  - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
  - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
  - vii. Consideration of dissolution, or disincorporation;
  - viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
  - ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
  - x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
  - xi. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
  - xii. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

- xiii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xv. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvi. Work Completion, and Project Completion.

#### D.8 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.9 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### D.10 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

#### D.11 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.12 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.13 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.14 ACCESS AND INSPECTION



In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

**D.15 FINANCIAL MANAGEMENT SYSTEMS.**

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

**D.16 FEDERAL CROSS-CUTTERS.**

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient does not anticipate any construction is necessary to complete the Project, and no construction activities may occur without the Division's approval. If the Project does include construction, the Recipient agrees to comply with the Davis-Bacon provisions, and must include in full the Wage Rate Requirements (Davis-Bacon) language provided by the Division in all construction contracts and subcontracts.
- iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- iv. The Recipient shall comply with applicable USEPA general terms and conditions found at <http://www.epa.gov/ogd>.
- v. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- vi. [Reserved].

- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgement statement set forth in Exhibit D.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiv. The Recipient certifies to the best of its knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

- xv. The Recipient must comply with the following federal non-discrimination requirements:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
  - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
  - e. 40 CFR Part 7, as it relates to the foregoing.
  - f. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech.
  - g. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).
- xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xviii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

*"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including*

*apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*

*"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.*

*"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

- xix. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xx. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.

- xxi. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).
- xxiv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxvi. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.  
  
The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.
- xxviii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

xxx. The Recipient certifies that no Project Funds will be used on:

- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- b. Telecommunications or video surveillance services produced by such entities;
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
- d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.



## **CITY COUNCIL AGENDA REPORT**

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

**FROM: ERIC WIER, CITY MANAGER**

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

**DATE: MAY 17, 2021**

**SUBJECT: TECHNICAL ASSISTANCE GRANTS FOR SEWER AND WATER RATE STUDIES**

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### **RECOMMENDATION**

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Authorize staff to coordinate with the consultant selected by the State Water Resources Control Board to develop sewer and water rate studies.

### **BACKGROUND**

The City's most recent water rate study is approaching 8 years old and the last sewer rate study is over 5 years old. Management at the State Water Resources Control Board approached City staff and recommended that the City apply for technical assistance grants to cover the cost for conducting updated studies. Rate studies are conducted for several reasons.

1. Rate studies provide a comparison between current rates and the current and projected costs of maintaining, operating, and improving the utility system. This is important because as prices rise, maintenance costs rise. Without adjustments to the rates, the utility risks falling into the position of fixing things after they break as opposed to performing preventative maintenance due to lack of funds. This mode of operation is less efficient and can be detrimental to utility services, equipment, and the local economy.
2. Rates studies also provide an analysis regarding the utility's debt and income. This is important to understand as it has implications for the utility's ability to pay down loans and for funding future capital improvement projects.

### **ITEM ANALYSIS**

The State Water Resources Control Board (SWRCB) has awarded technical assistance grants on the behalf of the City and hired a consultant to complete the scope of work. The grants are not awarded to the City to administer, but are instead managed by the SWRCB. The SWRCB contracts directly with a consultant to perform the specified scope of work: water and sewer rate studies. Staff is advising the Council of this opportunity and is requesting direction to coordinate with Bartle Wells Associates (the consultant selected by the SWRCB) to develop the sewer and water rate studies.

### **FISCAL ANALYSIS**

The only fiscal impact to the City is staff time associated with the development of the rate studies.

### **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” objective D – “Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.”



# CITY COUNCIL AGENDA REPORT



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

**FROM: ERIC WIER, CITY MANAGER**

**BY: JON OLSON, PUBLIC WORKS DIRECTOR  
ANDREW LEIGHTON, ENGINEERING PROJECT MANAGER**

**DATE: MAY 17, 2021**

**SUBJECT: LIST OF PROPOSED LOCAL STREET PROJECTS FOR THE ROAD  
REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)**

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## **RECOMMENDATION**

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Adopt Resolution No. 2021-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 TO BE FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

## **BACKGROUND**

On April 28, 2017, Governor Brown signed Senate Bill 1 which is known as the Road Repair and Accountability Act of 2017. The purpose of the bill is to address basic road maintenance, rehabilitation and critical safety needs on the state highway system and local streets. Funds are derived from increases in per gallon fuel excise taxes, increases in diesel fuel sales taxes and increases in vehicle registration fees. In November 2017, the State Controller started depositing various portions of the new funding to the newly created Road Maintenance and Rehabilitation Account (RMRA). The funds are apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and road systems.

According to the most recent estimates provided by the California Transportation Commission (CTC) in January 2021, the City of Crescent City will receive \$149,380 in RMRA funds during the fiscal year 2021-22. Prior to receiving an apportionment of RMRA

funds from the State Controller in a fiscal year, each City and County must submit to the California Transportation Commission a list of projects to be funded with the Local Streets and Roads Funding. All projects proposed to use RMRA funding must also be included in the approved City or County budget. The approved project list for FY 2021-22 must be adopted by Resolution and submitted to the CTC by July 1, 2021.

### **ITEM ANALYSIS**

Staff recommends dedicating SB1 funds received each year to design of planned street projects. The total amount received is insufficient to perform major maintenance and repairs but is sufficient for project designs. A portion of the City's RMRA (SB1) funds must be passed through to the County in accordance with the existing revenue sharing agreement. The County must use the pass-through funds for its own RMRA-eligible projects.

The following design projects are proposed for listing on the SB 1 List for FY 2021-2022:

1. Front Street Storm Drain (F-Street Package for re-bidding) Design
2. Front Street Storm Drain G-Street to L-Street Design
3. K Street Front-Street to 2<sup>nd</sup>-Street Design
4. A Street Essex-Street to Pacific Design
5. Pass through to Del Norte County

### **FISCAL ANALYSIS**

The FY 21-22 budget, currently being developed, will include the FY 21-22 RMRA funds and approved projects. The approval of the attached list does not have any direct impact on the budget. Approving the project list simply informs the State of the City's proposed projects and does not commit the City to spending any particular amount. In addition, the project list may be updated if the City's priorities change. City staff time for design may be reimbursable.

### **ATTACHMENTS**

- Resolution No. 2021-31, A Resolution Adopting a List of Projects for Fiscal Year 2021-22 to be Funded by SB1: The Road Repair and Accountability Act of 2017

## RESOLUTION NO. 2021-31

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$149,380 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

**WHEREAS**, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City design projects to maintain and rehabilitate four streets/roads, replace failing storm drain infrastructure, performing asphalt dig-outs, perform crack sealing, and add complete street components, throughout the City this year and similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "fair" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits

statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues:

**2.1 Front Street Storm Drain and Roadway Rehabilitation Project Design:**

Project Description: Design drainage improvements, roadway improvements, ADA complaint access ramps and pedestrian improvements.

Project Location: Front Street between G Street & L Street

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 04/2023

Anticipated End of Construction: 10/2023

**2.2 A Street Rehabilitation Design:**

Project Description: Design drainage improvements, roadway improvements, ADA complaint access ramps and pedestrian improvements.

Project Location: A Street between Pacific Street and Essex Street

Estimated Useful Life: 20-30 years

Anticipated Start of Construction: 07/2024

Anticipated End of Construction: 10/2024

**2.3 F Street Rehabilitation Design:**

Project Description: Design drainage improvements, roadway improvements, ADA complaint access ramps and pedestrian improvements.

Project Location: F Street between Front Street and 5<sup>th</sup> Street

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 06/2022

Anticipated End of Construction: 10/2022

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**3.1 K Street Drainage Improvement and Roadway Rehabilitation Project:**

Project Description: Design new drainage improvements, surface improvements to repave/resurface a minimum of 300 LF of Roadway, new ADA compliant access ramps and pedestrian improvements

Project Location: K Street between Front Street & 2nd Street

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 07/2024

Anticipated End of Construction: 09/2024

Fiscal Year Originally Proposed: 17-18

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City, State of California this \_\_\_\_ day of \_\_, 2021, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jason Greenough, Mayor

ATTEST:

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



## CITY COUNCIL AGENDA REPORT

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

**FROM: ERIC WIER, CITY MANAGER**

**DATE: MAY 17, 2021**

**SUBJECT: CRESCENT FIRE PROTECTION BENEFIT ASSESSMENT BALLOT**

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### **RECOMMENDATION**

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Vote to approve or not approve the proposed benefit assessment for Fire Protection and Emergency Response Services for the eligible City-owned parcels located in the Crescent Fire Protection District subject to the assessment.
- Adopt Resolution No. 2021-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY IN SUPPORT OF CRESCENT FIRE PROTECTION DISTRICT'S PROPOSED FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES ASSESSMENT

### **BACKGROUND**

On September 9, 2020 the City Council unanimously voted to approve the proposed assessment for Fire Protection and Emergency Response Services for the eligible City owned properties located in the Crescent Fire Protection District. As stated on the District's website:

*Crescent Fire Protection District did not receive property owner support last fall for a similar measure. This was in part due to the timing of other ballot measures proposed by the city and county. CFPD is trying again in hopes to better educate property owners of the importance of approving a special assessment at a rate of \$74 per Equivalent Benefit Unit (EBU) which corresponds with a typical single-family residence. For improved commercial/industrial and governmental parcels, the assessment would be assigned a weighted factor of 1.1 EBU per 2,500 square feet. The proposed maximum annual assessment for larger commercial centers and multi-family complexes is proposed to be capped at \$1,000 per parcel.*

The information on the website goes on to state:

*If approved, the assessment would be continuous and have no sunset clause.*

*CFPD property owners previously approved two other assessments to pay for fire service. One was established in 1987 at a rate of \$24 per EBU, which has no sunset clause or inflationary provision and generates approximately \$147,000 in revenue per year. A second was established in 2006 at a rate of \$18 per EBU, which generates approximately \$110,000 per year. The 2006 assessment is tied to a long-term equipment lease that sunsets this year.*

*If passed, the new assessment at \$74 per EBU would replace the 2006 assessment and would be in addition to the 1987 assessment. Therefore, a typical single-family residence would be paying a total of \$98 per year, an increase of \$56 per year. Spread over an entire year, the \$56 increase is less than \$5 per month. The total \$98 assessment value would equal just \$8.17 per month.*

As stated in the Official Notice and Ballot for Crescent Fire Protection District's proposed Fire Protection and Emergency Response Services Benefit Assessment (Attached):

*"You are a property owner served by the Crescent Fire Protection District (CFPD) and are being asked to vote on a proposed **Fire Protection& Emergency Response Services Assessment** to ensure continued and improved fire protection and emergency response services in your area. A Ballot is included with this Notice, and incorporated by reference, on which you may indicate your support for or opposition to the proposed assessment. Your ballot is your opportunity to participate in deciding whether local funding should be approved for continued and improved fire protection, fire suppression and emergency response services. Your vote on this matter is important because only returned ballots will be counted.*

Why is a funding measure needed?

*In recent years, funding has been inadequate to keep up with the increase in calls and needs of the community. CFPD has been operating with a budget deficit requiring funding to be moved from the reserve account to balance the operational budget each year to maintain service and response, even with the 1987 and 2006 assessments. The assessment passed in 2006 is ending this upcoming fiscal year. The 1987 assessment, passed over 34 years ago cannot sustain the increased call volume, mandated training requirements, and service demands that are required of fire departments today. In absence of additional funding, it is estimated that the CFPD would exhaust its limited reserve funds within a 2-3 year period and would be forced to reduce response services for certain types of calls*

## **ANALYSIS**

As stated in the Fire District's Engineer's report, fire EBUs have been assigned to each parcel as follows:

- Single Family – All residential single-family homes are equal to 1.0 EBU.
- Multi-Family – All multi-family, mobile home, manufactured homes, duplexes, and

condos are allocated 0.8 EBUs per unit.

- Commercial/Industrial – Each building is assigned 1.1 EBUs per equivalent single-family home, approximately 2,500 square foot.
- Government/Institutional - Improved Government land is subject to the assessment levy on the same basis as privately owned parcels with the same land use description.
- Vacant/Undeveloped Land – Vacant and undeveloped land is not subject to the assessment levy and is otherwise exempt from this assessment.
- Bulk/Hazard – Any parcel which presents an extraordinary hazard to the District will be independently evaluated by the District Fire Chief and assigned an EBU that reflects the actual benefit received by the individual parcel.

\*Maximum annual assessment \$1,000 per parcel, all customer classes

All of the above properties have buildings that are less than 2,500 square feet and therefore will be assessed \$81.40 per year (\$74/EBU \*1.1 Commercial). Government entities including the City were exempt from the previous assessments, so this new assessment will be the total benefit assessment charged for each parcel.

The City has the opportunity to vote on the proposed assessment, as the owner of parcels within the District. Staff is asking the City Council to decide whether to vote in favor of the proposed assessment, or vote against it. The City benefits from the services of the Crescent Fire Protection District for these City-owned parcels, which are within the District boundaries. If the Fire Protection District does not receive sufficient funding, the City's parcels located within the District could be negatively impacted by a reduction in available fire service.

## **FISCAL ANALYSIS**

All of the City parcels proposed to be included in the assessment are Water System facilities. If passed, the Water System Enterprise Fund expenses for the total new fire protection assessment would increase by \$81.40 per parcel per year.

## **ATTACHMENT(S)**

1. CFPD Official Notice and Ballot for City Owned Parcels 110-280-004 and 110-222-025
2. Resolution of Support



# CRESCENT FIRE PROTECTION DISTRICT OFFICIAL BALLOT

Benefit Assessment for Fire Protection &  
Emergency Response Services



## OFFICIAL ASSESSMENT BALLOT

To support and maintain local fire protection and emergency response services, including additional firefighter positions, enhanced volunteer firefighter programs, updated firefighting and emergency response equipment, vehicle replacement funding, and ongoing firefighting and emergency response training; shall the Crescent Fire Protection District impose an annual per parcel assessment of \$74.00 per single-family equivalent benefit unit, unless removed by ballot measure, expected to raise \$421,648 dollars per year to be spent with independent citizen oversight on providing local services?

## VOTE BY MARKING THE BOX OF YOUR CHOICE

<input type="checkbox"/> <b>YES, I approve the proposed benefit assessment</b>	<input type="checkbox"/> <b>NO, I do not approve the proposed benefit assessment</b>
---	---

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*Signature of Record Property Owner, or Authorized Representative*

Print Name \_\_\_\_\_  
*I hereby declare, under penalty of perjury, that I am the property owner or owner's authorized representative of the parcel identified on this official assessment ballot.*

*See back for ballot completion and  
return instructions*

# INSTRUCTIONS FOR COMPLETION AND RETURN OF BALLOTS

## Who May Complete This Official Assessment Ballot

- 1.If the property is owned by an individual, the individual may sign.
- 2.If a property is held by more than one person, any one person may sign for all.
- 3.If the property is owned by a corporation, the assessment ballot may be signed for the corporation by an officer or officers authorized to make contracts or by resolution of the corporation's Board of Directors.
- 4.If the property is owned by another legal entity, the assessment ballot may be signed by any person authorized by law to make contracts for the entity.
- 5.If the property is owned by a public agency, the assessment ballot may be signed by any person authorized by law to make contracts for the agency or by resolution of the agency's Governing Board.

## Steps for Completing the Official Assessment Ballot

- 1.Verify that the owner name and parcel number listed on the assessment ballot are correct. If they are not correct, please call (707) 464-2421.
  - 2.Fill in or clearly mark the box next to the word "YES" or "NO" to approve or disapprove of the proposed assessment. You may use a pencil or pen.
  - 3.Sign and date the assessment ballot. Only official assessment ballots which are signed and marked with the property owner's support or opposition will be counted. Place the assessment ballot in the return envelope provided. No postage is necessary to mail back your assessment ballot.
  - 4.If you make a mistake in completing your assessment ballot or wish to change or withdraw your assessment ballot, please call (707) 464-2421.
- (See enclosed notice for further information)

**To be tabulated, mail-in assessment ballots MUST be received by the close of the public hearing on June 14, 2021 and in-person ballots MUST be received by 5:00 pm on June 14, 2021 at the Washington Station, 255 West Washington Blvd, Crescent City, CA 95531.**

You are invited to attend the public hearing. You may return your assessment ballot in the following ways:

- 1)Mail your assessment ballot to the address shown on the enclosed return envelope. Ballots must be received by June 14, 2021.
- 2)Drop off your ballot at the Del Norte County Election's Office, 981 H Street, Suite 160, Crescent City between the hours of 9:00am – 5:00pm, Monday through Friday.
- 3)Deliver it in person at the June 14, 2021 public hearing beginning at 5:00 pm.
- 4)Tabulation of the returned ballots will be conducted by the Election's Office at the conclusion of the public hearing.

*NOTE: The law requires that each assessment ballot be signed by the record owner of the parcel. In order to maintain anonymity, the Elections Office will handle, tabulate and store all ballots.*

**Owner:** CRESCENT CITY, CITY OF

**Assessor's Parcel Number:** 110-280-004

**2022 Proposed Assessment:** \$81.40

**Count Code:** 0728

**Units of Benefit:** 1.1

**2022 Classification:** Commercial / Industrial



# CRESCENT FIRE PROTECTION DISTRICT OFFICIAL BALLOT



Benefit Assessment for Fire Protection &  
Emergency Response Services



## OFFICIAL ASSESSMENT BALLOT

To support and maintain local fire protection and emergency response services, including additional firefighter positions, enhanced volunteer firefighter programs, updated firefighting and emergency response equipment, vehicle replacement funding, and ongoing firefighting and emergency response training; shall the Crescent Fire Protection District impose an annual per parcel assessment of \$74.00 per single-family equivalent benefit unit, unless removed by ballot measure, expected to raise \$421,648 dollars per year to be spent with independent citizen oversight on providing local services?

## VOTE BY MARKING THE BOX OF YOUR CHOICE

<input type="checkbox"/> <b>YES, I approve the proposed benefit assessment</b>	<input type="checkbox"/> <b>NO, I do not approve the proposed benefit assessment</b>
---	---

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*Signature of Record Property Owner, or Authorized Representative*

Print Name \_\_\_\_\_  
*I hereby declare, under penalty of perjury, that I am the property owner or owner's authorized representative of the parcel identified on this official assessment ballot.*

**See back for ballot completion and  
return instructions**

# INSTRUCTIONS FOR COMPLETION AND RETURN OF BALLOTS

## Who May Complete This Official Assessment Ballot

1. If the property is owned by an individual, the individual may sign.
2. If a property is held by more than one person, any one person may sign for all.
3. If the property is owned by a corporation, the assessment ballot may be signed for the corporation by an officer or officers authorized to make contracts or by resolution of the corporation's Board of Directors.
4. If the property is owned by another legal entity, the assessment ballot may be signed by any person authorized by law to make contracts for the entity.
5. If the property is owned by a public agency, the assessment ballot may be signed by any person authorized by law to make contracts for the agency or by resolution of the agency's Governing Board.

## Steps for Completing the Official Assessment Ballot

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(See enclosed notice for further information)

**To be tabulated, mail-in assessment ballots MUST be received by the close of the public hearing on June 14, 2021 and in-person ballots MUST be received by 5:00 pm on June 14, 2021 at the Washington Station, 255 West Washington Blvd, Crescent City, CA 95531.**

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*NOTE: The law requires that each assessment ballot be signed by the record owner of the parcel. In order to maintain anonymity, the Elections Office will handle, tabulate and store all ballots.*

**Owner:** CRESCENT CITY, CITY OF

**Accessor's Parcel Number:** 110-222-025

**Units of Benefit:** 1.1

**2022 Proposed Assessment:** \$81.40

**2022 Classification:** Commercial / Industrial

**Count Code:** 0594



# OFFICIAL NOTICE AND BALLOT INFORMATION GUIDE

## CRESCENT FIRE PROTECTION DISTRICT

Proposed Fire Protection and Emergency  
Response Services Assessment

## OFFICIAL ASSESSMENT BALLOT AND PUBLIC HEARING NOTICE

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TO BE COUNTED,  
BALLOTS MUST BE RETURNED  
(BY MAIL OR IN PERSON)  
BY END OF PUBLIC HEARING ON  
JUNE 14, 2021



Follow us on Facebook:  
[FB.com/crescentcityfireandrescue](https://www.facebook.com/crescentcityfireandrescue)

► **Why did you receive this ballot?**

You are a property owner served by the Crescent Fire Protection District (CFPD) and are being asked to vote on a proposed funding measure to ensure continued and improved fire protection and emergency response services in your area. A Ballot is included with this Notice, and incorporated by reference, on which you may indicate your support for or opposition to the proposed assessment.

Your ballot is your opportunity to participate in deciding whether local funding should be approved for continued and improved fire protection, fire suppression, and emergency response services. Your vote on this matter is important because only returned ballots will be counted.

► **About Crescent Fire Protection District**

CFPD was formed in 1949 to serve the growing emergency service needs of unincorporated areas surrounding Crescent City. The CFPD is a single-purpose special district, governed by a board of directors who are elected directly by voters within the district. The District has 3 fire stations and provides service to a 26 square mile area, containing approximately 13,000 residents.

► **What is the difference between CFPD and Crescent City Fire and Rescue?**

From 2004 through 2015, CFPD and the City of Crescent City operated under collaborative agreements for joint training and staffing, including sharing personnel services for the Fire Chief and Administrative Assistant positions. The merger was completed in 2015, to expand and unite both agency's respective volunteer associations, forming Crescent City Fire and Rescue. While the District and City continue to share the costs of fire services, each agency is required to annually adopt its own budget.

► **What is the current demand for services?**

With a roster of 20 active members, local volunteer firefighters are committed to our safety and quality of life by responding to emergencies 24 hours a day, 7 days a week. **Crescent City Fire and Rescue responds to over 2,000 service calls per year**, including structure, wildland and vehicle fires, emergency medical calls, traffic collisions, entrapments and rescues, and hazardous materials incidents. In addition, Crescent City Fire and Rescue provides fire prevention, community education, emergency preparedness and other services relating to the protection of lives and property.

### ► **How are current CFPD services funded?**

CFPD is currently funded by a small portion of property taxes and two assessments billed annually on the property tax roll that total \$42.00 per Equivalent Benefit Unit (EBU) which corresponds with a typical single-family residence. The first assessment, established in 1987 at a rate of \$24.00 per EBU, has no sunset clause or inflationary provision and generates approximately \$147,000 in revenue per year. The second assessment was established in 2006 to help fund equipment and apparatus replacement. The assessment is tied to a long-term equipment lease that sunsets in FY 2021-22. The 2006 assessment has a rate of \$18.00 per EBU and generates approximately \$110,000 per year.

If passed, the new assessment (\$74.00/EBU) would replace the 2006 assessment (\$18.00/EBU) and would be in addition to the 1987 assessment (\$24.00/EBU). Therefore, a typical single family residence would be paying a total of \$98.00 per year, an increase of \$56.00 per year. Spread over an entire year, the \$56.00 increase is less than \$5.00 per month. The total \$98.00 assessment value would equal just \$8.17 per month.

### ► **Why is a funding measure needed?**

In recent years, funding has been inadequate to keep up with the increase in calls and needs of the community. CFPD has been operating with a budget deficit requiring funding to be moved from the reserve account to balance the operational budget each year to maintain service and response, even with the 1987 and 2006 assessments. The assessment passed in 2006 is ending this upcoming fiscal year. The 1987 assessment, passed over 34 years ago cannot sustain the increased call volume, mandated training requirements, and service demands that are required of fire departments today. In absence of additional funding, it is estimated that the CFPD would exhaust its limited reserve funds within a 2-3 year period and would be forced to reduce response services for certain types of calls.

### ► **What is required for the benefit assessment to pass?**

At least a majority of weighted ballots in favor of the proposed benefit assessment must be received for it to be approved. This measure requires a weighted ballot, meaning each ballot is weighted by the amount of the assessment it represents. The assessment will not be imposed if, upon the conclusion of the public hearing, weighted ballots submitted in opposition to the assessment exceed the weighted ballot in favor of the assessment.



► **How was the benefit assessment determined?**

The total annual costs of the proposed volunteer staffing program, improved apparatus and equipment replacement, and other services to be funded by the assessment would be allocated to each property based on the estimated special benefit received. The method of benefit allocation is based on the relative special benefit to a property in relation to a single-family home, the type of property, and its size. The total proposed amount of assessment for your property is shown on the enclosed ballot.

The types of special benefit would primarily include increased safety and protection of real properties. An Engineer's Report detail the amount of the proposed assessment for each parcel, as well as the basis for that assessment was approved by the District Board in Resolution No 21-001. The Report and Resolution are available for review at the Washington Station, 255 West Washington Blvd., Crescent City, CA 95531. (707) 464-2421.

► **How much is the proposed benefit assessment?**

The proposed assessment for your property for fiscal year 2022 (July 1, 2021 – June 30, 2022) is printed on the Official Ballot included with this notice and information guide. The proposed assessment rate for a single-family equivalent benefit unit (EBU) is \$74.00 per year.

Multi-family and mobile homes would be assessed at 0.8 EBU per unit. For improved commercial/industrial and governmental parcels, the assessment would be assigned a weighted factor of 1.1 EBU per 2,500 square feet of building space. The maximum annual assessment would be capped at \$1,000 per parcel which applies to larger commercial centers and multi-family complexes.

The total estimated amount assessed to the entire area subject to this assessment would be approximately \$421,648 dollars per year beginning in fiscal year 2022.

Proposed 2021-22 Fire Suppression Assessment (\$/EBU)			\$74.00
Residential			
Single Family	1	per unit	\$74.00
Multi-Family / Mobile Home	0.8	per unit	\$59.20
Commercial/Industrial	1.1	per 2,500 sqft	\$81.40
Minimum 1 benefit unit			
Maximum annual assessment \$1,000 per parcel, all customer classes			



## ► **How will the District meet its goals?**

The increased funding to CFPD would be used to:

- Establish a Volunteer Staffing Program (whereby volunteer firefighters are on duty and reimbursed \$50.00 per 12-hour shift at the fire station) to ensure safe and rapid emergency, fire, and medical responses.
- Enhance the department's hybrid staffing model whereby three paid firefighter positions are phased in over the coming years to provide 24/7 shift coverage supplemented by the Volunteer Staffing Program to create a fully staffed engine company that is ready and available to respond to emergency calls safely, efficiently and effectively with adequate resources.
- Provide ongoing and enhanced training to volunteer firefighters to grow leadership positions within the department and ensure response personnel have the highest level of training in every aspect of firefighting they may encounter.
- Ensure there are adequate dollars applied to the Vehicle Replacement Fund to support improved maintenance, repair, upgrade and/or replacement of aging apparatus and firefighting equipment as needed.
- Replenish the emergency reserve funds that have been relied upon to cover increasing costs to ensure that the department's services and all its equipment remain fully operational.

## ► **What if the proposed benefit assessment does not pass?**

Without additional funding to help address needed safety equipment, apparatus and rescue equipment, and ongoing operational costs, CFPD would be faced with making tough decisions directly affecting our service to our community. Without additional funding, CFPD would be forced to reduce response services for medical aid calls which make up approximately 70% of the total annual call volume of more than 2,000 emergency incidents. This would mean that while CFPD still responded to fires, rescues, and extrications, we would not have the funding resources to be able to respond to critical non-fire life safety calls in the greater Crescent City area. Slower response times and fewer needed resources directly affect survivability of severe medical related calls for people not breathing, cardiac issues, and CPR in progress calls. CFPD has a long history of saving lives in our community, and we desperately need the funding and resources to continue to serve our community.

## How CFPD's Proposed Assessments Compare

Total Assessments	Annual - Single Family Residence	Department Type
Crescent FPD ( <i>proposed</i> )	\$74 proposed \$24 current (total of \$98)	Career/Volunteer
Arcata FPD	\$186.00	Career Department
Fortuna FPD	\$72.00	Career/Volunteer
Hayfork FPD	\$100.00	All Volunteer
Kneeland FPD	\$100.00	All Volunteer
Shelter Cove (RID No. 1)	\$100.00	All Volunteer
Trinidad (CSA 4)	\$167.00	CALFIRE contract
Willits (Little Lake Fire)	\$78.00	Career/Volunteer

**CFPD's proposed assessment would replace the 2006 assessment and would be in addition to the 1987 assessment for a total single-family equivalent benefit unit of \$98.00 annually. This amount would be collected annually as part of the property tax bill.**

### ► How long will the benefit assessment last?

The assessment will continue in future years, unless removed by ballot measure. The assessment would fund the services and improvements included in the Department's 10-year Financial Master Plan. After 10 years, the District Board may choose to adopt an inflation adjustment factor, not to exceed 2% per year, that may be applied annually to account for normal cost of living increases in providing fire services. The District Board can adopt a lower adjustment factor or forgo the adjustment at the Board's discretion.

### ► Why did I receive more than one ballot?

Individuals who own more than one property within CFPD will receive one ballot for each property. Each ballot is weighted by the amount of the assessment it represents.

### ► Why is this not a secret ballot?

The law requires that each assessment ballot be signed by the record owner of the parcel. In order to maintain anonymity, the Elections Department will handle and store all ballots.

## ► **Method of Voting**

To complete the enclosed official ballot, mark the box next to either Yes or No, sign the ballot, fold it in half and place it in the provided postage paid return envelope and mail to 981 H Street, Suite 160, Crescent City, CA 95531. You may also hand deliver it at the public hearing. Only official ballots which are signed and marked with the property owner's support or opposition will be counted. Mail-in ballots must be received prior to the close of the public hearing on Monday, June 14, 2021 to the address above, and in-person ballots must be received by 5:00pm on June 14, 2021 at the CFPD Washington Station, 255 West Washington Boulevard, Crescent City, CA.

If you lose your ballot, require a replacement ballot, or want to change your vote, call CFPD at (707) 464-2421 for another ballot. See the enclosed ballot for additional instructions. Ballots are weighted by the proposed amount of assessment and will be tabulated accordingly. The assessment will not be imposed if, upon the conclusion of the public hearing, weighted ballots submitted in opposition to the assessment exceed the weighted ballots submitted in favor of the assessment. If a majority of weighted ballots returned are in support, the assessment may be levied for fiscal year 2021-22 and may be continued in future years to fund fire protection and emergency response services as directed by the Board.

## ► **CFPD Governance and Transparency**

Regular meetings of the CFPD Board are held the second Monday of each month at 5:00 p.m. at 255 West Washington Boulevard, Crescent City. The public is encouraged to attend.

The proposed benefit assessment would fund the services and improvements included in the Department's 10-year Financial Master Plan. This plan can be reviewed at [cfpd.crescentcity.org](http://cfpd.crescentcity.org).

## ► **My question was not in the FAQs. How can I get it answered?**

If you would like to know more about the proposed assessment or have a specific question, please contact us at (707) 464-2421 or at [ccfire@crsecentcity.org](mailto:ccfire@crsecentcity.org).



## ► **Public Hearing—*Save the Date!***

A public hearing will be held on **Monday, June 14, 2021** at 5:00 p.m. at the CFPD Washington Station, 255 West Washington Boulevard, Crescent City, CA. You are invited to attend, but not required to attend, the public hearing. The meeting agenda will be posted on the Commission's website [cfdp.crescentcity.org](http://cfdp.crescentcity.org) at least 72 hours before the scheduled start time of the meeting. Tabulation of the returned ballots will commence after the close of the public hearing by the Del Norte County Elections Office. At the hearing, the Board will announce when/where tabulation will be completed and when the results will be announced.

## ► **How to Learn More—*Informational Meetings!***

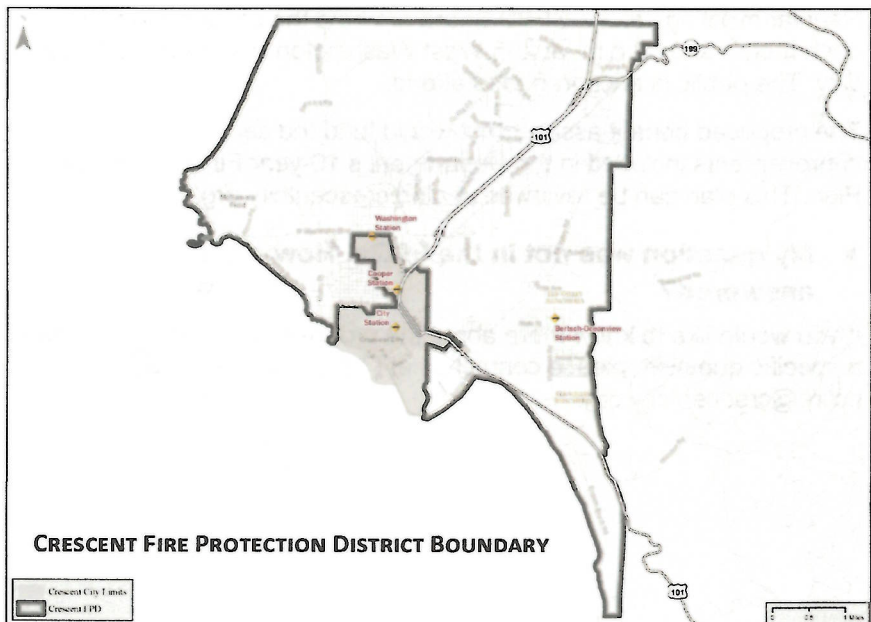
The District will be holding two informational meetings for property owners and businesses to learn about the proposed assessment. We encourage you to attend. Your input is important!

**May 12, 5:00 pm**

**May 18, 11:30 am**

Due to COVID-19, up-to-date public participation options will be posted on the District's website: [cfdp.crescentcity.org](http://cfdp.crescentcity.org)

Call CFPD (707) 464-2421, email [ccfire@crescentcity.org](mailto:ccfire@crescentcity.org), or visit [cfdp.crescentcity.org](http://cfdp.crescentcity.org) for more information.



## **RESOLUTION NO. 2021-32**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY IN SUPPORT OF CRESCENT FIRE PROTECTION DISTRICT'S PROPOSED FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES ASSESSMENT**

**WHEREAS**, Crescent Fire Protection District ("District") was formed in 1949 to serve the growing fire and emergency response service needs of the unincorporated area surrounding the City of Crescent City ("City"); and

**WHEREAS**, the District and City have a long history of working together under various collaborative agreements; and

**WHEREAS**, in 2015, both agencies came together through an operational merger of their respective volunteer firefighter associations and entered into a joint exercise of powers agreement for emergency and fire response services, which was last amended March 16, 2021; and

**WHEREAS**, this partnership provides cost effective and seamless services to the greater Crescent City area and provides for the sharing of costs between the two agencies for a variety of services, including personnel and equipment shared costs (the combined fire departments are known as Crescent City Fire & Rescue); and

**WHEREAS**, in September 2018, the District and City began a joint project path for a 10-Year Financial Master Plan for Crescent City Fire & Rescue to identify the fire department's current and projected fire and emergency service needs and identify the costs associated with delivering these services over a 10-year period; and

**WHEREAS**, the 10-Year Financial Master Plan identified priority actions and funding needed to create a sustainable fire department, including expanding volunteer staffing programs, apparatus and equipment replacement, volunteer recruitment training, and increased administrative capacity with the goal of aligning its core programs and services with the needs of the community so as not to over-serve, and most importantly, not under-serve those needs; and

**WHEREAS**, the District and City each adopted the 10-Year Financial Master Plan at a joint meeting of the agencies on November 21, 2019, with the recognition that full plan implementation is dependent upon adequate funding and cost sharing from both agencies; and

**WHEREAS**, the City currently funds its share of Crescent City Fire & Rescue costs through General Fund revenues, which is supported by Measure S, a local 1.0% transactions and use tax (generally called a sales tax) approved by the voters of the City of Crescent City on November 2, 2020; and

**WHEREAS**, the District currently funds its share of Crescent City Fire & Rescue costs through a small portion of property tax revenue and two benefit assessments billed annually on the property tax roll, one of which sunsets in FY 2021-22; and

**WHEREAS**, in recent years, District funding has been inadequate to fund its portion of Crescent City Fire & Rescue's operational budget without relying on its reserves each year to maintain service and response; and

**WHEREAS**, in absense of additional funding in the form of a new benefit assessment, it is estimated that the District would exhaust its limited reserve funds within a 2-3 year period impacting the District's ability to fund the services and improvements included in Crescent City Fire & Rescue's 10-year Financial Master Plan; and

**WHEREAS**, on March 8, 2021, the District Board initiated proceedings to levy new benefit assessment pursuant to Government Code sections 50078-50078.20 and Cal. Const. Art. XIII D to provide continued fire protection and emergency response services for all properties within the boundaries of the District; and

**WHEREAS**, for the assessment to be approved, at least a majority of weighted ballots in favor of the proposed benefit assessment must be received prior to the close of the public hearing on Monday, June 14, 2021 at 5:00 p.m. at the District's Washington Station, 255 West Washington Boulevard, Crescent City, CA; and

**WHEREAS**, the meeting agenda will be posted on the District's website (cfpd.crescentcity.org) at least 72 hours before the scheduled start time of the hearing on June 14; and

**WHEREAS**, tabulation of the returned ballots will commence after the close of the public hearing by the Del Norte County Elections Office.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City, California, that it hereby officially declares its support for Crescent Fire Protection District's proposed benefit assessment for the reasons set forth in this Resolution.

**APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Crescent City held on the 17th day of May, 2021, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Jason Greenough, Mayor

ATTEST:

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Robin Patch, City Clerk