



CITY OF CRESCENT CITY

Mayor Isaiah Wright
Council Member Raymond Altman
Council Member Kelly Schellong

Mayor Pro Tem Blake Inscore
Council Member Jason Greenough

AGENDA
REGULAR CITY COUNCIL MEETING
FLYNN CENTER BOARD CHAMBERS
981 H STREET
CRESCENT CITY, CA 95531

MONDAY MARCH 6, 2023 6:00 P.M.

**ZOOM PHONE NUMBER: 1 (253) 215-8782
ZOOM WEBINAR ID: 867 8564 7707**

**MUTE / UNMUTE PRESS *6
RAISE HAND PRESS *9**

**CLOSED SESSION BEGINS AT 5:00 P.M.
OPEN SESSION BEGINS AT 6:00 P.M.**

The public may access and participate in the public meeting using one or more of the following methods:

- 1) Attend the meeting in person, public comment at the podium will be allowed.
- 2) Participate live online via Zoom (details below) or by utilizing the link to join the meeting posted on both the City of Crescent City – City Hall Facebook page and the City of Crescent City website (www.crescentcity.org), public comment may be made by using the raise hand feature on Zoom;
- 3) Watch the meeting via livestream on YouTube (channel: City of Crescent City, California), public comment may be made by calling in to the meeting using the Zoom phone number;
- 4) Public comments may be made in advance by submitting written comment via publiccomment@crescentcity.org or by filing it with the City Clerk at 377 J Street, Crescent City, California, 95531. All public comments (via email or mail) must be received by the City Clerk prior to 12:00 p.m. the day of the meeting. Please identify the meeting date and agenda item to which your comment pertains in the subject line. Public comments so received will be forwarded to the City Council and posted on the website next to the agenda. **Written public comments will not be read aloud during the meeting.**

Notice regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City Clerk's office at (707)464-7483, ext. 223. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II]. For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: www.crescentcity.org

CLOSED SESSION

- Conference with Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1)): Bertsch-Ocean View Community Services District v. City of Crescent City (Del Norte Superior Court Case No. CVUJ-2020-1287), City of Crescent City v. Lounge Chair Investments, et al (Del Norte Superior Case No. CVUJ-2022-1131) Alice Brown v. City of Crescent City (USDC N. Dist. Cal. Case No. 18-CV-07826-EMC); William Paul v. City of Crescent City (USDC N. Dist. Cal. Case No. 20-CV-01967-CRB)
- Conference with Legal Counsel – Potential Litigation (Gov. Code § 54956.9(d)(2)): Claim of Christine Cravey
- Public Employee Performance Evaluation (Gov. Code § 54957): Titles: City Attorney and City Manager

OPEN SESSION

Call to order
Roll call
Pledge of Allegiance

REPORT OUT OF CLOSED SESSION

PUBLIC COMMENT PERIOD

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

- **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.

CEREMONIAL ITEMS

1. Introduction of new employee Jonathan Clewell

2. Public Works Employee Recognition: Eric Eiler

CONSENT CALENDAR

3. Council Meeting Minutes

- *Recommendation: Approve the January 30, 2023 meeting minutes of the Joint City Council/Measure S Oversight Committee and the February 21, 2023 meeting minutes of the City Council.*

4. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period February 11, 2023 through February 24, 2023.*

5. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending February 25, 2023, paid March 3, 2023..*

6. Recycled Water Feasibility Study for the City's Wastewater Treatment Facility and Significant Industrial Users

- *Recommendation: Receive and file "Crescent City Recycled Water Feasibility Study"*

7. Confirm Appointment of Mayor Wright as alternate commissioner to Del Norte Solid Waste Management Authority Governing Board

- *Recommendation: Confirm appointment of Mayor Wright to serve as alternate commissioner to the Del Norte Solid Waste Management Authority Governing Board*

8. Storm Tree Removal

- *Recommendation: Ratify the City Manager's signature of the Small Public Works Agreement with Turner Chopping, LLC*
- *Approve and adopt Resolution No. 2023-14, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY*

9. Utility Connection Fee Payment Plan Agreement

- *Recommendation: Approve and authorize the City Manager and Finance Director to sign a Payment Plan Agreement & Lien for Utility Fees for 650 D Street with Gabriel Hall*

REPORTS AND PRESENTATIONS - None**PUBLIC HEARING - None****CONTINUING BUSINESS - None****NEW BUSINESS****10. Fiscal Year 2022-23 Mid-Year Budget Update**

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve and adopt Resolution No. 2023-15, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY*

11. Acceptance of Grant Award from the State Department of Parks and Recreation for the Prop 68 Rural Recreation and Tourism Grant Program

- *Recommendation: Hear the staff report*
- *Technical questions from the Council*
- *Receive public comment*

- *Further Council discussion*
- *Authorize the City Manager to sign the Grant Agreement for Prop 68 Rural Recreation and Tourism Grant Funds in the amount of \$3 million dollars*

12. Lighthouse Cove RV Park Policy Changes

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Authorize staff to limit stays to one month, defined as 28 consecutive days*
- *Authorize a policy change to require guests to pay for their stays at the time of reservation effective April 3, 2023*
- *Authorize a policy change to allow refunds for stays cancelled within specified timeframe as set forth in the staff report prior to the reservation effective April 3, 2023*

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.
 - **SB 402** – Emergency services: limiting police response
 - **AB 742** – Law enforcement: police canines
- **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.)

ADJOURNMENT

Adjourn to the regular meeting of the City Council of the City of Crescent City on Monday, March 20, 2023 at 6:00 p.m. in the Flynn Center, 981 H Street, Crescent City, CA 95531.

POSTED:

March 3, 2023

/s/ Robin Altman

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

Introduction of new
employee Jonathan Clewell

Public Works Employee Recognition: Eric Eiler



CITY OF CRESCENT CITY

Mayor Isaiah Wright

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Council Member Raymond Altman

Council Member Jason Greenough

Council Member Kelly Schellong

Committee Member Ernie Perry

Committee Member Dana Reno

Committee Member Candace Tinkler

MINUTES

SPECIAL CITY COUNCIL/MEASURE S OVERSIGHT COMMITTEE PRIORITY PROJECTS MEETING WASTEWATER TREATMENT FACILITY 210 BATTERY STREET CRESCENT CITY, CA 95531

MONDAY

JANUARY 30, 2023

5:30 P.M.

OPEN SESSION

City Council call to order

Mayor Wright called the meeting to order for the City Council at 5:44 p.m.

Roll call

Council Members present: Council Member Ray Altman, Council Member Jason Greenough, Council Member Kelly Schellong, Mayor Pro Tem Blake Inscore, and Mayor Isaiah Wright

Staff members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Altman, Human Resources Manager Sunny Gonzales, Finance Director Linda Leaver, Economic Development and Recreation Director Ashley Taylor, Public Works Director Dave Yeager, and Police Chief Richard Griffin

Measure S Oversight Committee call to order

Vice Chair Perry called the meeting to order at 5:44 p.m.

Roll call

Committee Members present: Committee Member Ernie Perry, Committee Member Dana Reno, and Committee Member Candace Tinkler

Pledge of Allegiance led by Mayor Wright

MEASURE S OVERSIGHT COMMITTEE CONSENT CALENDAR

1. Meeting Minutes

- *Recommendation: Adopt the December 21, 2022 meeting minutes of the Measure S Oversight Committee*

This item was tabled for the next meeting.

NEW BUSINESS

2. Selection of Chair and Vice-Chair

- *Recommendation: Hear staff report*

- *Technical questions from the Committee*
- *Receive public comment*
- *Further Committee discussion*
- *Select a Chair and Vice-Chair to serve for the next year*

There were no public comments.

On a motion by Committee Member Reno, seconded by Committee Member Tinkler, and carried on 3-0 vote, the Measure S Oversight Committee selected Vice-Chair Perry to serve as Chairman for the next year

On a motion by Chairman Perry, seconded by Committee Member Tinkler, and carried on a 3-0 vote, the Measure S Oversight Committee selected Committee Member Reno to serve as Vice-Chair for the next year

3. Amendment to the FY22-23 Police and Fire Department Measure S Budget

- *Recommendation: Hear staff presentation*
- *Technical questions from the Council/Committee*
- *Receive public comment*
- *Further Council/Committee discussion*
- **MEASURE S COMMITTEE ACTION:**
 - *Approve and adopt Resolution No. 2023-01, A RESOLUTION OF THE CRESCENT CITY MEASURE S OVERSIGHT COMMITTEE AMENDING THE COMMITTEE'S RECOMMENDATION FOR FY 22-23 MEASURE S EXPENDITURES*
- **CITY COUNCIL ACTIONS:**
 - *Approve and authorize the City Manager to execute the First Amendment to CAL OES Second-Tier Subaward Agreement Number 2022-075 for the purchase of police radios*
 - *Approve and adopt Resolution No. 2023-08, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY*

City Manager Wier went over the budget requests from the police and fire department and what the funds will cover for equipment. He gave a history of this item coming before the Council. Chairman Perry stated he was impressed that the thermal imaging would find people and finds that the most valuable aspect of the tool. Vice-Chair Reno asked about the increase in price and for clarification, that it would mean getting it all in one shot instead of piece-mealing it. Fire Chief Carey stated that it would not be the \$35k, it would be \$33k after he did more research. Vice-Chair Reno asked about the outside drainage and when it would be worked on; City Manager Wier stated that now that we have a new Public Works Director, the project is anticipated to start soon.

Donna Westfall: asked to confirm 12 structure fires for the year; Chief Carey stated he would have to check the numbers, but they respond to much more than 12 a year.

City Manager Wier stated that the only thing that changed was \$4k for taxes and personnel costs for the part-time position being eliminated as there were already funds available. Committee Member Tinkler asked why there was no Lieutenant position and the amount for the Detective; Chief Griffin said a Lieutenant was selected, but he moved out of the area. Chief Griffin decided he would rather have more officers on patrol instead of a lieutenant. Committee Member Tinkler asked if the detective position would be filled; Chief Griffin stated not at this time, there are currently two cadets in the Academy. Finance Director Leaver stated that the detective pay is just an additional 5% special pay, that is why it is such a small amount – it is also for a short period of time. Chief Griffin stated that he does not anticipate filling that position this FY. Council Member

Greenough asked what the process and requirements for using the cellphone analyzer; Chief Griffin stated that presently CCPD is using other agencies; Council Member Greenough asked if a requirement was to get a warrant; Chief Griffin stated that warrants and consent is what is being used now to access the phones. Council Member Schellong stated she is happy about the approval of the ½ position for CCPD. She had a tour of the Department and noticed great improvements. Chief Griffin stated that CCPD has reached Gold Standard for Lexipol for the last couple of years.

Donna Westfall: asked how many officers would CCPD need to be fully staffed; Chief Griffin stated 15 officers would be fully staffed.

Mayor Pro Tem Inscore asked if the \$55k of unspent street design funds from fiscal year 22 had a targeted plan or is it included in this budget; City Manager Wier stated it is included as it's a rollover from last budget.

Donna Westfall: received complaints about the staff working on potholes

On a motion by Vice Chair Reno, seconded by Committee Member Tinkler, and carried on a 3-0 polled vote, the Measure S Oversight Committee approved and adopted Resolution No. MS2023-01, A RESOLUTION OF THE CRESCENT CITY MEASURE S OVERSIGHT COMMITTEE AMENDING THE COMMITTEE'S RECOMMENDATION FOR FY 22-23 MEASURE S EXPENDITURES

On a motion by Council Member Greenough, seconded by Mayor Pro Tem Inscore, and carried unanimously on a 5-0 polled vote, the City Council of the City approved and authorized the City Manager to execute the First Amendment to the CalOES Second-Tier Subaward Agreement Number 2022-75 for the purchase of police radios and approved and adopted Resolution No. 2023-08, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY

4. Streets Presentation

- *Recommendation: Receive presentation*
- *Technical questions from the Council*
- *Technical questions from the Committee*
- *Receive public comment*
- *Further Council discussion*
- *Further Committee discussion*
- *Provide direction to staff regarding street maintenance budget and five-year street maintenance plan*

City Manager Wier introduced Lindsy Hammond of GRI to present the street maintenance five-year plan. She stated that the best way to do street maintenance is to have the best streets cared for first as it is not as expensive. She gave a detailed presentation on the streets within the City that are slated for repair and the degree in which they are in disrepair. She gave three different scenarios of funding. She showed a map with the streets and what would be needed on those streets; Mayor Pro Tem Inscore stated he was surprised to see the already repaired section of Front Street on the map. Ms. Hammond stated that was a future projection of what will be needed. Ms. Hammond went over the treatment options such as overlay, mill and overlay, asphalt milling, and overlay with fibers; she also went over what treatment triggers ADA compliance. Chairman Perry asked what the status of the rock slope protection project on Pebble Beach Drive. He further stated that there is the need of pedestrian improvements at 9th St and Pebble Beach Drive. Could the improvements of the rock slope protection project could include this area? City Manager Wier stated that it would only go halfway. The grant funding has been obtained, however there are specific requirements for the funding. This is advance construction, meaning the City would have

to fund it first and then be reimbursed. Chairman Perry stated that having some set aside funding for some unknowns that could occur. Del Norte Local Transportation Commission Executive Director Tamera Leighton applauded the street maintenance plan Ms. Hammond had recommended and supported Chairman Perry's opinion to have set aside money for matching funds. She stated that the Pebble Beach project is so large that Measure S funds cannot be used for it as the challenges of that project are very expensive. Committee Member Tinkler asked if there is any chance after the recent storms, we could get some of the emergency funding recently announced. City Manager Wier stated that the work that's being done is from 2016. The City has been in discussions regarding the storm damage to see if there is any funding that could be allocated. Committee Member Tinkler stated that educating the public on what streets will be worked on is an important piece for people to understand how Measure S is being used to fund those projects. Public Works Director Yeager stated that it is the plan to have a Master Plan to present to the Council annually. Chairman Perry is in favor of the pavement management plan. Vice-Chair Reno asked what the life expectancy of crack sealing; Ms. Hammond said that it is generally on average 10 years. City Manager Wier stated that an overlay would last 10-15 years. Full reconstruction would last 20 years. Mayor Pro Tem Inscore asked how many blocks in red are there; Ms. Hammond stated there are 180 blocks. Mayor Pro Tem Inscore stated that if we spent \$600k annually for the next 60 years, all of these streets will be done. Ms. Hammond stated looking for grant funding to keep the projects going. Council Member Schellong asked about potholes, how they are fixed and then they sink; City Manager Wier stated that there are many ways to fix a pothole; Public Works Maintenance Manager Wylie explained the two different ways to fix potholes. Council Member Schellong asked for an update on the timing of Front Street; Director Yeager stated that by February 6th the Council will see plans for putting it out to bid. The plan is to have the project started May 1st; G – I and Play Street. Council Member Schellong asked if the whole \$50k has been spent yet; City Manager Wier stated that all of that funding is still available for striping. Council Member Schellong asked about street signs and if there was a plan to have the missing ones replaced; Manager Wylie is working with the company making the signs and they should be coming in soon. He further stated that not only weather is an issue for the street signs missing, but it is also caused by vandalism. Council Member Schellong asked about street lights; Manager Wylie explained that when one light goes out, it can effect several down the chain as they are linked.

Russell South: asked if the City has applied for Rural Surface Transportation grant.

Donna Westfall: spoke about living in Beverly Hills and Ojai; how were the 135 miles of roads diagnosed; stated that the majority of the people who live in the City limits do not live on Pebble Beach Drive. *City Manager Wier stated that for this particular presentation, they actually walked all of the roads and visually surveyed it. Ms. Hammond stated this is an international standard and is a repeatable method.*

City Manager Wier addressed the Council and the Committee the grants that have been applied for; some of them are very competitive. Local road grants are very difficult to obtain grant funding since they aren't used as much. Mayor Pro Tem Inscore stated that the grant Mr. South spoke of is specifically targeted with mobility and public transportation. Like the INFRA grant it has a target for economically disadvantaged communities. It is also a four-year funding cycle. City Manager Wier stated he is looking for direction on where to put the funds for the upcoming budget. The current Measure S budget is \$2million; the actuals are \$2.248 million. The projection for Measure S funding for 2023 is \$2.3 million. Mayor Pro Tem Inscore stated the best way to do this is to have money targeted to our streets. The money should be allocated for the first three years. Stated the higher allocation is his preference to take care of the worst streets. Council Member Schellong said if \$600k is allocated for the next three years, when will the projects happen; City Manager Wier stated there would be a project planned every year. Chairman Perry stated that Measure S funds cover not only streets, but police, fire, and the pool. That should be taken into consideration when determining where this money is allocated to. Also encouraged seeking funding as well. Finance Director Leaver stated that staff would like direction from the Committee and Council on

where they want the focus to be budget wise. Mayor Pro Tem Inscore stated he wants the \$600k to streets. Vice- Chair Reno agreed with Chairman Perry that the police, fire, and pool's needs should be considered before putting everything towards streets. If we fund streets, it should be reviewed annually so it is fair to the other departments' needs. Mayor Pro Tem Inscore stated that he proposes \$600k towards streets this year. Vice-Chair Reno asked what streets that are marked red that would reach the \$600k amount and would like to see a list of priority red streets. Director Yeager stated that staff can give three options to present to the Council on what streets are priority. Council Member Schellong said that budgeting for the \$600k makes sense to her and that it won't take from the other departments as it's a budget.

The City Council and Measure S Oversight Committee were in unanimous consensus to budget \$600k for streets.

ADJOURNMENT

There being no further business to come before the Council and Measure S Oversight Committee, Mayor Wright adjourned the meeting at 8:11 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, February 6, 2023 at 6:00 p.m. in the Board Chambers of the Flynn Center, 981 H Street, Crescent City, CA 95531.

ATTEST:

Robin Altman
City Clerk/Administrative Analyst



CITY OF CRESCENT CITY

Mayor Isaiah Wright Mayor Pro Tem Blake Inscore
Council Member Raymond Altman Council Member Jason Greenough
Council Member Kelly Schellong

MINUTES
REGULAR CITY COUNCIL MEETING
FLYNN CENTER BOARD CHAMBERS
981 H STREET
CRESCENT CITY, CA 95531

TUESDAY FEBRUARY 21, 2023 6:00 P.M.

OPEN SESSION

Call to order Mayor Wright called the meeting to order at 6:00 p.m.

Roll call Council Members present: Council Member Ray Altman, Council Member Kelly Schellong, Mayor Pro Tem Blake Inscore and Mayor Isaiah Wright
Council Member absent: Council Member Jason Greenough
Staff members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Altman, Public Works Maintenance Manager Jason Wylie, Public Works Director Dave Yeager (via Zoom), Economic Development and Recreation Director Ashley Taylor, and Police Chief Richard Griffin

Pledge of Allegiance led by Mayor Wright

PUBLIC COMMENT PERIOD

There were no comments from the public.

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

Council Member Altman: attended the Pelican Bay Citizens Advisory Committee meeting and reported that 10% of the college graduates in the State of California come from Pelican Bay State Prison and that the Prison Paws Program is working very well.

Council Member Schellong: met with the City Manager and went over the City budget, Housing Authority Executive Director Megan Miller to better understand the programs CCHA provides, met with the Airport Director and City Manager, the Beachfront Park Master Plan meeting and Del Norte Solid Waste Management Authority to hear about the budget.

Mayor Pro Tem Inscore: attended the Visitors Bureau meeting and there has been a down trend of web traffic in last fiscal year; TOT had gone down County-wide, however on the City's end, it had not changed much. The 10th Anniversary of the arrival of Kamome is this year and on April 14th will be an event to celebrate that anniversary. The Rikuzentakata Fair was held yesterday in San Francisco and had local products highlighted as well as from Rikuzentakata.

Mayor Wright: attended the last School Board meeting to open a line of communication between the City and the School District.

CEREMONIAL ITEMS - None

CONSENT CALENDAR

1. Council Meeting Minutes

- *Recommendation: Approve the December 5, 2022, January 23, 2023, and January 30, 2023 meeting minutes of the City Council.*

2. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period January 28, 2023 through February 10, 2023.*

3. Payroll Report

- *Recommendation: Receive and file the biweekly payroll report for the period ending January 28, 2023, paid February 3, 2023. And for the period ending February 11, 2023, paid February 17, 2023.*

4. Budget-to-Actual Financial Reports for January 2023

- *Recommendation: Receive and file monthly budget-to-actual financial reports for the City's major operating funds for the month of January 2023*

5. City of Crescent City Planning Commission Appointment

- *Recommendation: Confirm the Mayor's appointment of Candace Tinkler to the City of Crescent City Planning Commission to fill the vacant position with her term ending in May of 2025*

6. Measure S Oversight Committee Appointment

- *Recommendation: Confirm the Mayor's appointment of Steve Shamblin to the Measure S Oversight Committee*

7. Budget Amendment for Benefit Cost Analysis for the Raise Grant Application

- *Recommendation: Approve and adopt Resolution No. 2023-12, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY*

8. South Beach Climate Resilience Plan Grant Letter of Support

- *Recommendation: Approve and authorize the City Manager to sign a letter of support for the South Beach Climate Resilience Plan grant application by the Del Norte Local Transportation Commission, Elk Valley Rancheria, and the Crescent City Harbor District*

Council Member Schellong asked for item 2 to be pulled from the consent calendar; the Council was in consensus.

Mayor Pro Tem Inscore asked for items 6 & 8 to be pulled; the Council was in consensus.

There were no comments from the public.

On a motion by Council Member Schellong, seconded by Council Member Altman, and carried on a 4-0 polled vote with Council Member Greenough being absent, the City Council of the City of Crescent City adopted the consent calendar consisting of items 1, 3, 4, 5, and 7 as presented.

Council Member Schellong asked for item 2 to be pulled so she could explain that due to conflicts of interest with her current employment and some of the checks issued to clients she works with, she will be recusing herself from this item.

There were no comments from the public

On a motion by Mayor Pro Tem Inscore, seconded by Council Member Altman, and carried on a 3-0 polled vote with Council Member Schellong recusing herself and Council Member Greenough being absent, the City Council of the City of Crescent City received and filed the warrant claims list for the period January 28, 2023 through February 10, 2023.

Mayor Pro Tem Inscore stated he wanted item 6 to be pulled since Steve Shamblin was present in the audience to give him an opportunity to address the Council regarding his appointment; the Council was in consensus.

There were no comments from the public.

On a motion by Mayor Pro Tem Inscore, seconded by Council Member Schellong, and carried on a 4-0 polled vote with Council Member Greenough being absent, the City Council of the City of Crescent City confirmed the Mayor's appointment of Steve Shamblin to the Measure S Oversight Committee.

Mayor Pro Tem Inscore asked for item 8 to be pulled to allow Del Norte Local Transportation Commission Executive Director Tamera Leighton to be able to comment on the letter of support; the Council was in consensus.

There were no comments from the public.

On a motion by Mayor Pro Tem Inscore, seconded by Council Member Schellong, and carried on a 4-0 polled vote with Council Member Greenough being absent, the City Council of the City of Crescent City approved and authorized the City Manager to sign a letter of support for the South Beach Climate Resilience Plan grant application by the Del Norte Local Transportation Commission, Elk Valley Rancheria, and the Crescent City Harbor District.

DNLTCO Executive Director Leighton explained that this is a grant application for set aside funds for climate change resiliency planning.

REPORTS AND PRESENTATIONS - None

PUBLIC HEARING - None

CONTINUING BUSINESS

9. Front Street Improvements From G to I Street

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Authorize staff to advertise for bids Front Street Improvements from G to I Street including an additive for I Street to Play Street*

Public Works Director Yeager went over the project in detail stating that the materials needed for construction has been received by Tidewater Construction. It is anticipated that the project will begin in May of 2023. City Manager Wier stated that funding has been put together by several

sources, ARPA, the City's General Fund, Del Norte Local Transportation Commission, CRRSSA, and RSTP, Measure S, and Community Project Funding sponsored by Congressman Huffman. The RAISE grant is also available to cover a part of the project. City Manager Wier stated that the CRSSA funds will come before the Council after the discussions with CalTrans are concluded. He further stated that timing of this project is coming together very well. Mayor Pro Tem Inscore didn't like the language "alternate bid" in the RFP; asks for clarity in RFP that the "alternate bid" is a required submission.

There were no comments from the public.

On a motion by Mayor Pro Tem Inscore, seconded by Council Member Altman, and carried on a 4-0 polled vote with Council Member Greenough being absent, the City Council of the City of Crescent City authorized staff to advertise for bids for Front Street Improvements from G to I Street including an additive for I Street to Play Street.

10. Amendment No. 3 to GreenWorks Contract to Include Enhanced Tolowa Engagement

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve and authorize the City Manager to sign Amendment No. 3 to the professional services agreement with GreenWorks for enhanced engagement with the Tolowa Cultural Committee for interpretive elements of Beachfront Park*
- *Approve and adopt Resolution No. 2023-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY*
- *Ratify the City Manager's signature on The California Endowment Restricted Project Grant Agreement*

Economic Development and Recreation Director Taylor reported to the Council the process in which this project has gone through at this point and the community partners that have been engaged in the discussions. Council Member Altman asked how much the grant would be for; Director Taylor stated \$35,000.

There were no comments from the public.

On a motion by Mayor Pro Tem Inscore, seconded by Council Member Altman, and carried on a 4-0 polled vote with Council Member Greenough being absent, the City Council of the City of Crescent City approved and authorized the City Manager to sign Amendment No. 3 to the professional services agreement with GreenWorks for enhanced engagement with the Tolowa Cultural Committee for interpretive elements of Beachfront Park, approved and adopted Resolution No. 2023-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY, and ratified the City Manager's signature on The California Endowment Restricted Project Grant Agreement.

NEW BUSINESS

11. CCPD Grant Application 2023 – ABC Alcohol Policing Partnership Program

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*

- *Authorize staff to submit a grant application for ABC Alcohol Policing Partnership Program in the amount of no more than \$30,000*

Police Chief Griffin stated that this particular grant will pay for overtime to conduct operations under the grant, was applied for last year but not received. This will be for “shoulder-tap” operations for the sales of alcohol to minors. Council Member Schellong asked who enforces the Tobacco Retail laws recently in place; Chief Griffin stated it would be CCPD working with City Clerk Altman with Code Enforcement; Council Member Altman asked if there were any matching funds required; Chief Griffin stated there were no matching funds required.

On a motion by Council Member Schellong, seconded by Mayor Pro Tem Inscore, and carried 4-0 with Council Member Greenough being absent, the City Council of the City of Crescent City authorized staff to submit a grant application for ABC Alcohol Policing Partnership Program in the amount of no more than \$30,000.

CITY COUNCIL ITEMS

➤ **Legislative Matters – None**

➤ **City Manager Report and City Council Directives –** City Manager Wier reported to the Council:

- RAISE Grant – Elk Valley Rancheria has been a great partner; the cost benefit analysis is currently being reviewed.
- February 27th 6pm, will be meeting of the City Council and Planning Commission to discuss the Beachfront Park Master Plan.
- March 1st at 5:30 will be the Measure S Oversight Committee meeting

Council Member Schellong asked for an ordinance regarding vacant buildings, such as a vacancy tax to be brought back as an agenda item; City Manager Wier stated that there were recipes in the EDSAP regarding this and if directed by the Council can bring it back. *The Council was in consensus to bring back that item for discussion.* City Manager Wier stated that a meeting to discuss this could be March or April. Mayor Pro Tem Inscore asked for Council consensus to direct staff to revisit the Tobacco Retail License; the Council was in consensus to review this. Additionally, Mayor Pro Tem Inscore would like to address the banners and signs being seen around town, which was recently brought to him by a constituent. Although they are allowed, they are only supposed to be temporary. He drove around town and there are a lot of flag signs on a continual basis. He would like consensus from the Council to direct staff to bring this back to the Planning Commission to either allow these or disallow them. Mayor Wright asked if it was the long flags as well as the sandwich boards; Mayor Pro Tem Inscore stated it would be for both. Council Member Altman stated that signs that have been up for so long that they are heavily disintegrated should also be considered. *The Council was in consensus to direct staff take this item before the Planning Commission.* Council Member Schellong stated that at the Chamber of Commerce Annual Dinner, City Manager Wier was selected to be the Business Leader of the Year. City Manager Wier stated that it is great that the City is being recognized and has a lot to do with City staff.

ADJOURNMENT

There being no further business to come before the Council, Mayor Wright adjourned the meeting at 7:17 p.m. to the regular meeting of the City Council of the City of Crescent City on Monday, March 6, 2023 at 6:00 p.m. in the Flynn Center, 981 H Street, Crescent City, CA 95531.

ATTEST:

Robin Altman
City Clerk/Administrative Analyst

Accounts Payable

Checks by Date - Summary by Check Number

User: crawlings
Printed: 2/27/2023 1:18 PM



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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	EDDTAX	State of California EDD TAX Auto Pay	02/21/2023	0.00	4,009.31
ACH	FITTAX	FIT Payroll Taxes Auto Pay	02/21/2023	0.00	20,772.52
ACH	PERS1	PERS Health	02/21/2023	0.00	72.77
ACH	PERS2	Public Emp Retirement Sys	02/21/2023	0.00	28,380.94
442361	CASTATE	CA State Disbursement Unit	02/21/2023	0.00	358.12
442362	WAMUTU	Crescent City Employees Association	02/21/2023	0.00	70.00
442363	CCPOLI	Crescent City Police Officer's Association	02/21/2023	0.00	500.00
442364	EDDUI	Employment Development Dept	02/21/2023	0.00	8,842.00
442365	ICMARE	Mission Square	02/21/2023	0.00	7,838.18
442366	PORACRMT	PORAC RMT	02/21/2023	0.00	1,100.00
442367	CAPLIVE	Secure Screening Solutions, Inc	02/21/2023	0.00	154.00
442368	ZCAJUSTA	ST CA Dept Of Justice	02/21/2023	0.00	258.00
442369	ATTClts	A T & T Corp	02/23/2023	0.00	103.03
442370	ADAMSASF	Adams Ashby Group	02/23/2023	0.00	410.00
442371	AMAZON	Amazon Capital Services, Inc	02/23/2023	0.00	199.71
442372	AUTOZONE	Auto Zone	02/23/2023	0.00	36.09
442373	BERTSC	Bertsch-Oceanview Csd	02/23/2023	0.00	23,472.56
442374	BLUEST	Blue Star Gas Associates	02/23/2023	0.00	1,070.42
442375	UB*05692	DON BOWEN	02/23/2023	0.00	137.75
442376	UB*05698	AMBER BUTTS	02/23/2023	0.00	180.56
442377	CRENNE	C Renner Petroleum Inc	02/23/2023	0.00	2,463.69
442378	CELLEB	Cellebrite Inc	02/23/2023	0.00	16,532.34
442379	CHARTEC	Charter Communications	02/23/2023	0.00	412.85
442380	CHURCH	Churchtree Csd	02/23/2023	0.00	1,521.86
442381	CLAGWOLF	Claggett Wolfe Associates Inc.	02/23/2023	0.00	33,000.00
442382	BATTSYS	Continental Battery Company	02/23/2023	0.00	253.40
442383	DNCOFL	D N Co Flood Control Dist	02/23/2023	0.00	1,850.47
442384	DNCOUN	D N Co Unified School Dst	02/23/2023	0.00	5,565.26
442385	DNENVIRO	D N County Enviornmental Health	02/23/2023	0.00	2,464.50
442386	DNSOLI	County of Del Norte	02/23/2023	0.00	787.79
442387	DNCO	Del Norte County	02/23/2023	0.00	43,361.87
442388	UB*05697	JENNY DEPEW	02/23/2023	0.00	3.00
442389	EFFDEL	Efficiency Delivery LLC	02/23/2023	0.00	30.00
442390	ENGLUN	Englund Marine Supply Co.	02/23/2023	0.00	76.12
442391	EUREKAH	Eureka Humboldt Fire Extinguisher Co Inc	02/23/2023	0.00	4,346.59
442392	EUREKAO	Eureka Oxygen Co.	02/23/2023	0.00	24.67
442393	FORESTSC	ForestScapes, LLC	02/23/2023	0.00	1,200.00
442394	VERIZO2	Frontier California Inc	02/23/2023	0.00	3,497.45
442395	NAPA	GDMI ENT INC	02/23/2023	0.00	400.79
442396	GEORGE	George Petty Inc	02/23/2023	0.00	415.31
442397	GRAING	Grainger	02/23/2023	0.00	878.98
442398	GRIFFINR	Richard Griffin	02/23/2023	0.00	440.18
442399	HAMWSG	Hambro WSG Inc	02/23/2023	0.00	10,858.82
442400	HARPER	Harvey M. Harper Company	02/23/2023	0.00	109.41
442401	HEMMIN	Hemmingsen Contracting Co Inc	02/23/2023	0.00	6,122.50
442402	Home Dep	Home Depot Credit Services	02/23/2023	0.00	7,646.19
442403	UB*05693	RICHARD HUGUES	02/23/2023	0.00	84.70

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
442404	INDUSTST	Industrial Steel & Supply Co., Inc	02/23/2023	0.00	260.84
442405	CALAUT	Thomas Kinney	02/23/2023	0.00	450.00
442406	LOPEZA	Anthony Lopez	02/23/2023	0.00	146.03
442407	THRIFT	Malcolm Kelly Inc.	02/23/2023	0.00	130.74
442408	MERLEH	Merle Helstowski Signs	02/23/2023	0.00	840.23
442409	MEYERSPO	Meyers Police K-9 Training, LLC	02/23/2023	0.00	700.00
442410	MISSIO	Mission Linen Supply	02/23/2023	0.00	97.55
442411	MORJON	Mor-Jon Inc	02/23/2023	0.00	125.89
442412	NCCENT	NCL of Wisconsin Inc	02/23/2023	0.00	76.08
442413	UB*05696	NADINE NORTHROP	02/23/2023	0.00	189.60
442414	OFFICEDE	Office Depot	02/23/2023	0.00	65.34
442415	JACOBS	Operations Management International, Inc.	02/23/2023	0.00	120,577.54
442416	OREILLY	O'Reilly Auto Enterprises LLC	02/23/2023	0.00	71.22
442417	UB*05694	ERICK OSHEL	02/23/2023	0.00	64.57
442418	MENDES	Pacific Packaging & Supply Co Inc	02/23/2023	0.00	596.23
442419	PARKWA	Parkway Feed Inc	02/23/2023	0.00	52.50
442420	PREFER	Preferred Pump & Equipment, LP	02/23/2023	0.00	15,323.91
442421	QUADIENT	Quadient Finance USA Inc	02/23/2023	0.00	0.61
442422	UB*05695	ROBERTO SANCHEZ	02/23/2023	0.00	97.77
442423	SANDERSD	Daniel Sanders	02/23/2023	0.00	146.03
442424	SEAREACH	Sea Reach Ltd	02/23/2023	0.00	6,840.00
442425	SHNCON	SHN Consulting Engineers & Geologists In	02/23/2023	0.00	33,133.75
442426	DNOFFI	Debra Stover	02/23/2023	0.00	224.99
442427	STOVER	Ward Stover	02/23/2023	0.00	13,063.75
442428	ZCAENV	SWRCB - ELAP Fees	02/23/2023	0.00	1,500.00
442429	TIDEWA	Tidewater Contractors Inc	02/23/2023	0.00	100,202.00
442430	RAYMOR	UBEO West, LLC	02/23/2023	0.00	42.01
442431	WEILANDJ	James Weiland	02/23/2023	0.00	272.17
442432	YoungJ	Jesse Young	02/23/2023	0.00	474.90
442433	ZUMAR	Zumar Industries Inc	02/23/2023	0.00	812.75
Report Total (77 checks):				0.00	538,893.70

AP

2-11-23 to 2-24-23 Council



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0	2/21/2023	610-000-2188-0000	PR Batch 00111.02.2023 Medicare Employee Portion	67.30	False
0	2/21/2023	610-000-2188-0000	PR Batch 00111.02.2023 Medicare Employer Portion	67.30	False
0	2/21/2023	610-000-2189-0000	PR Batch 00111.02.2023 Federal Income Tax	81.39	False
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0	2/21/2023	610-000-2185-0000	PR Batch 00911.02.2023 State Income Tax	28.38	False
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0	2/21/2023	610-000-2188-0000	PR Batch 00911.02.2023 Medicare Employer Portion	306.40	False
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0	2/21/2023	610-000-2185-0000	PR Batch 00002.02.2023 State Income Tax	2,193.39	False
0	2/21/2023	610-000-2185-0000	PR Batch 00022.02.2023 State Income Tax	1,763.81	False
0	2/21/2023	610-000-2188-0000	PR Batch 00002.02.2023 Medicare Employee Portion	1,437.74	False
0	2/21/2023	610-000-2188-0000	PR Batch 00022.02.2023 Medicare Employer Portion	973.98	False
0	2/21/2023	610-000-2188-0000	PR Batch 00022.02.2023 Medicare Employee Portion	973.98	False
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0	2/21/2023	610-000-2187-0000	PR Batch 00022.02.2023 EE PERS Contribution	4,956.21	False
0	2/21/2023	610-000-2187-0000	PR Batch 00002.02.2023 Survivor Benefit	35.34	False
0	2/21/2023	610-000-2187-0000	PR Batch 00002.02.2023 ER PERS Contribution	9,105.69	False
0	2/21/2023	610-000-2187-0000	PR Batch 00002.02.2023 Service Credit Purchase	413.20	False
0	2/21/2023	610-000-2187-0000	PR Batch 00022.02.2023 Survivor Benefit	18.76	False
0	2/21/2023	610-000-2187-0000	PR Batch 00002.02.2023 EE PERS Contribution	6,948.66	False
0	2/21/2023	610-000-2187-0000	PR Batch 00022.02.2023 ER PERS Contribution	6,380.40	False
442361	2/21/2023	610-000-2170-0000	PR Batch 00002.02.2023 Child Support CA Flat Amt 2	103.36	False
442361	2/21/2023	610-000-2170-0000	PR Batch 00002.02.2023 Child Support-CA	158.76	False
442361	2/21/2023	610-000-2170-0000	PR Batch 00002.02.2023 Child Support-CA	96.00	False
442362	2/21/2023	610-000-2184-0000	PR Batch 00002.02.2023 CCEA Monthly Dues	70.00	False
442363	2/21/2023	610-000-2181-0000	PR Batch 00022.02.2023 CCPOA Dues	450.00	False
442363	2/21/2023	610-000-2181-0000	PR Batch 00111.02.2023 CCPOA Dues	50.00	False
442364	2/21/2023	419-120-4124-0000	4th Qtr 22 UI-Niemi	1,793.28	False
442364	2/21/2023	413-120-4124-0000	4th Qtr 22 UI-Niemi	1,793.27	False
442364	2/21/2023	001-120-4124-0000	4th Qtr 22 UI-Niemi	326.05	False
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442364	2/21/2023	001-120-4124-0000	4th Qtr 22 UI-Niemi	2,282.35	False
442364	2/21/2023	001-470-4124-0000	4th Qtr 22 UI-Corcilious	410.00	False
442364	2/21/2023	001-470-4124-0000	4th Qtr 22 UI-Gaetke	1,911.00	False
442365	2/21/2023	610-000-2186-0000	Plan 306752	264.12	False
442365	2/21/2023	610-000-2178-0000	Plan 300878	3,537.23	False
442365	2/21/2023	610-000-2186-0000	Plan 306752	1,259.62	False
442365	2/21/2023	610-000-2178-0000	Plan 300878	800.00	False
442365	2/21/2023	610-000-2186-0000	Plan 306752	765.61	False

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442365	2/21/2023	610-000-2186-000	Plan 306752	160.53	False
442365	2/21/2023	610-000-2186-000	Plan 306752	132.09	False
442365	2/21/2023	610-000-2178-000	Plan 300878	176.28	False
442365	2/21/2023	610-000-2186-000	Plan 306752	27.70	False
442365	2/21/2023	610-000-2178-000	Plan 300878	715.00	False
442366	2/21/2023	610-000-2182-000	PR Batch 00022.02.2023 PORAC RMT	500.00	False
442366	2/21/2023	610-000-2182-000	PR Batch 00111.02.2023 PORAC RMT	50.00	False
442366	2/21/2023	610-000-2182-000	PR Batch 00011.02.2023 PORAC RMT	550.00	False
442367	2/21/2023	001-240-4407-000	fingerprinting	22.00	False
442367	2/21/2023	412-100-4407-000	fingerprinting	22.00	False
442367	2/21/2023	413-357-4407-000	fingerprinting	7.26	False
442367	2/21/2023	001-480-4407-000	fingerprinting	44.00	False
442367	2/21/2023	001-240-4411-000	fingerprinting-Northrip	22.00	False
442367	2/21/2023	419-371-4407-000	fingerprinting	7.26	False
442367	2/21/2023	001-230-4407-000	fingerprinting	22.00	False
442367	2/21/2023	001-350-4407-000	fingerprinting	7.48	False
442368	2/21/2023	001-240-4407-000	fingerprinting	66.00	False
442368	2/21/2023	001-350-4407-000	fingerprinting	10.88	False
442368	2/21/2023	001-230-4407-000	fingerprinting	32.00	False
442368	2/21/2023	412-100-4407-000	fingerprinting	32.00	False
442368	2/21/2023	001-480-4407-000	fingerprinting	64.00	False
442368	2/21/2023	419-371-4407-000	fingerprinting	10.56	False
442368	2/21/2023	001-240-4411-000	fingerprinting-Northrip	32.00	False
442368	2/21/2023	413-357-4407-000	fingerprinting	10.56	False
442369	2/23/2023	001-240-4230-000	DOJ/CLETS Line - 1/1/23-1/31/23	103.03	False
442370	2/23/2023	154-485-4409-CVF	CDBG admin consultant contract - Dec 2022	410.00	False
442371	2/23/2023	419-371-4310-000	toner	19.48	False
442371	2/23/2023	413-353-4310-000	toner	19.47	False
442371	2/23/2023	001-350-4390-000	phone case	12.98	False
442371	2/23/2023	001-240-4390-000	data phone line cord	35.71	False
442371	2/23/2023	001-470-4390-000	Mower blade refund	-45.15	False
442371	2/23/2023	420-115-4390-000	flash drives	77.90	False
442372	2/23/2023	508-508-4390-000	rivits/retainers	22.89	False
442372	2/23/2023	001-230-4391-000	gray fabric	13.20	False
442373	2/23/2023	419-372-3821-410	BOV Monthly Maint-Jan 23	8,327.17	False
442373	2/23/2023	419-372-3821-410	BOV Monthly Maint-Dec 22	6,717.56	False
442373	2/23/2023	419-372-3821-410	BOV Admin Fees-Nov 22	-36.00	False
442373	2/23/2023	419-372-3821-410	BOV Monthly Maint-Nov 22	7,023.83	False
442373	2/23/2023	419-000-2115-000	BOV Water Connections-Nov 22	1,440.00	False
442374	2/23/2023	001-230-4220-000	materials and parts Acct# 02-0009979	14.62	False
442374	2/23/2023	001-230-4220-000	propane Acct# 02-0009979	311.05	False
442374	2/23/2023	001-230-4220-000	Propane Acct# 02-0009979	311.71	False
442374	2/23/2023	001-230-4220-000	propane Acct# 02-0009979	290.91	False
442374	2/23/2023	001-230-4220-000	Tank rental Acct# 02-0009979	1.08	False
442374	2/23/2023	506-506-4220-000	Propane - 240 H St Acct# 02-1031563	141.05	False
442375	2/23/2023	419-000-2110-000	Refund Check 104746-012, 101 LAFAYETTE WAY	137.75	False
442376	2/23/2023	419-000-2110-000	Refund Check 111235-000, 1230 LINNETT CT	180.56	False
442377	2/23/2023	001-240-4330-000	Fuel for patrol cars (Acct 215111)	346.24	False
442377	2/23/2023	001-240-4330-000	Fuel for patrol cars (Acct 215111)	2,126.45	False
442377	2/23/2023	001-240-4330-000	Misc Credit (Acct 215111)	-9.00	False
442378	2/23/2023	001-240-4390-202	Cell phone forensic analyzer	16,532.34	False
442379	2/23/2023	001-240-4230-000	Internet Service - 1/30-2/28/23	143.93	False
442379	2/23/2023	419-371-4230-000	broadband for security-1/25-2/24/23	89.99	False
442379	2/23/2023	412-100-4230-000	Internet Service -2/1-2/28/23	178.93	False
442380	2/23/2023	419-372-3822-410	Churchtree CSA Admin Fee - Jan 23	503.59	False

Check Num	Check Date	Acct 1	Description	Amount	Selected For V
442380	2/23/2023	419-372-3822-4100	Churchtree CSA Admin Fee - Dec 22	568.08	False
442380	2/23/2023	419-372-3822-4100	Churchtree CSA Admin Fee - Nov 22	450.19	False
442381	2/23/2023	153-485-4796-20m	20-CDBG-12040 Micro TA Program Operations	33,000.00	False
442382	2/23/2023	001-230-4391-0000	Batteries #5199	253.40	False
442383	2/23/2023	419-372-3823-4100	Meadowbrook Monthly Maint-Jan 2023	602.84	False
442383	2/23/2023	419-372-3823-4100	Meadowbrook Monthly Maint-Nov 2022	689.91	False
442383	2/23/2023	419-372-3823-4100	Meadowbrook Monthly Maint-Dec 2022	557.72	False
442384	2/23/2023	001-230-4330-0000	Fuel for fire apparatus-Jan 2023	2,916.73	False
442384	2/23/2023	001-230-4330-0000	Fuel for fire apparatus-Dec 2022	2,648.53	False
442385	2/23/2023	001-471-4450-0000	hazmat permit - Cultural Center	90.00	False
442385	2/23/2023	419-371-4685-0000	hazmat permit - Ranney Tower	310.00	False
442385	2/23/2023	419-371-4685-0000	hazmat permit - Water System Chlorination	459.00	False
442385	2/23/2023	419-371-4685-0000	hazmat permit - Amador Storage Tank	284.00	False
442385	2/23/2023	413-352-4685-0000	hazmat permit - WWTP	510.00	False
442385	2/23/2023	419-371-4685-0000	hazmat permit - Washington Storage Tank	485.00	False
442385	2/23/2023	001-480-4685-0000	pool/spa permit	130.00	False
442385	2/23/2023	001-480-4685-0000	hazmat permit - Pool	196.50	False
442386	2/23/2023	001-364-4225-1000	Refuse Disposal: Jan 2023	372.20	False
442386	2/23/2023	001-470-4225-0000	Refuse Disposal: Jan 2023	255.67	False
442386	2/23/2023	506-506-4225-0000	Refuse Disposal: Jan 2023	159.92	False
442387	2/23/2023	001-000-4782-0000	Pass through FY23 Property Tax in-lieu of VLF revenues- JAN 2023	37,018.03	False
442387	2/23/2023	117-364-4789-0000	Pass through FY23 RMRA rev to County per annexation - NOV 202	1,704.30	False
442387	2/23/2023	115-364-4785-0000	Pass through FY23 Gas Tax Section 2105 - JAN 2023	399.58	False
442387	2/23/2023	115-364-4787-0000	Pass through FY23 Gas Tax Section 2107 - JAN 2023	547.83	False
442387	2/23/2023	117-364-4789-0000	Pass through FY23 RMRA rev to County per annexation - OCT 2022	1,544.07	False
442387	2/23/2023	115-364-4787-0000	Pass through FY23 Gas Tax Section 2107 - DEC 2022	625.63	False
442387	2/23/2023	115-364-4785-0000	Pass through FY23 Gas Tax Section 2105 -DEC 2022	454.72	False
442387	2/23/2023	115-364-4785-0000	Pass through FY23 Gas Tax Section 2105 - NOV 2022	439.39	False
442387	2/23/2023	115-364-4787-0000	Pass through FY23 Gas Tax Section 2107 - NOV 2022	628.32	False
442388	2/23/2023	419-000-2110-0000	Refund Check 007703-020, 745 E ST #2	3.00	False
442389	2/23/2023	413-352-4470-0000	Sample delivery to North Coast Labs FY22-23	30.00	False
442390	2/23/2023	419-371-4390-0000	clamp/coupler	76.12	False
442391	2/23/2023	001-230-4450-0000	Annual fire extinguisher maint and cert	344.49	False
442391	2/23/2023	419-371-4450-0000	Annual fire extinguisher maint and cert	362.00	False
442391	2/23/2023	413-351-4450-0000	Annual fire extinguisher maint and cert	48.00	False
442391	2/23/2023	001-240-4450-0000	Annual fire extinguisher maint and cert	277.85	False
442391	2/23/2023	506-506-4450-0000	Annual fire extinguisher maint and cert	122.00	False
442391	2/23/2023	001-471-4450-0000	Annual fire extinguisher maint and cert	155.00	False
442391	2/23/2023	001-480-4450-0000	Annual fire extinguisher maint and cert	90.00	False
442391	2/23/2023	413-352-4450-0000	Annual fire extinguisher maint and cert	1,433.61	False
442391	2/23/2023	508-508-4450-0000	Annual fire extinguisher maint and cert	523.57	False
442391	2/23/2023	419-371-4450-0000	Annual fire extinguisher maint and cert	523.58	False
442391	2/23/2023	412-100-4450-0000	Annual fire extinguisher maint and cert	74.00	False
442392	2/23/2023	001-230-4450-0000	Cylinder rental	24.67	False
442393	2/23/2023	001-470-4409-0000	Arborist evaluation of trees in parking lot H St - I St	1,200.00	False
442394	2/23/2023	001-480-4230-0000	Pool Phone 465-5761 - -1/30-2/28/23	201.61	False
442394	2/23/2023	420-115-4230-0000	City Hall Shared Phone- -1/30-2/28/23	122.69	False
442394	2/23/2023	001-470-4230-0000	City Hall Shared Phone- -1/30-2/28/23	11.63	False
442394	2/23/2023	419-371-4230-0000	City Hall Shared Phone- -1/30-2/28/23	77.21	False
442394	2/23/2023	413-111-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	1.25	False
442394	2/23/2023	001-364-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.44	False
442394	2/23/2023	001-480-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	0.91	False
442394	2/23/2023	419-111-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.38	False
442394	2/23/2023	001-313-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.18	False
442394	2/23/2023	413-357-4230-0000	City Hall Shared Phone- -1/30-2/28/23	35.96	False

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442394	2/23/2023	001-111-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.57	False
442394	2/23/2023	419-120-4230-0000	707-465-6208 monthly phone -1/30-2/28/23	45.62	False
442394	2/23/2023	001-120-4230-0000	City Hall Shared Phone - -1/30-2/28/23	108.93	False
442394	2/23/2023	419-371-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	4.91	False
442394	2/23/2023	001-240-4230-0000	707-464-2133 monthly phone -1/30-2/28/23	291.07	False
442394	2/23/2023	413-352-4230-0000	Treatment Plant Phone: 465-3054 -1/30-2/28/23	227.77	False
442394	2/23/2023	413-351-4230-0000	707 465-5275 Lab Phone Line -1/30-2/28/23	182.38	False
442394	2/23/2023	412-100-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	1.44	False
442394	2/23/2023	413-352-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	3.47	False
442394	2/23/2023	419-120-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	7.99	False
442394	2/23/2023	413-120-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	8.50	False
442394	2/23/2023	419-371-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	4.91	False
442394	2/23/2023	420-115-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	4.25	False
442394	2/23/2023	001-111-4230-0000	City Hall Shared Phone - -1/30-2/28/23	21.15	False
442394	2/23/2023	001-111-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	1.57	False
442394	2/23/2023	001-350-4230-0000	City Hall Shared Phone- -1/30-2/28/23	46.54	False
442394	2/23/2023	413-111-4230-0000	City Hall Shared Phone- -1/30-2/28/23	20.09	False
442394	2/23/2023	001-251-4230-0000	City Hall Shared Phone- -1/30-2/28/23	15.86	False
442394	2/23/2023	419-120-4230-0000	707-464-6517 monthly phone -1/30-2/28/23	33.40	False
442394	2/23/2023	001-350-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	3.14	False
442394	2/23/2023	001-313-4230-0000	City Hall Shared Phone- -1/30-2/28/23	30.67	False
442394	2/23/2023	420-115-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	4.25	False
442394	2/23/2023	001-480-4230-0000	City Hall Shared Phone- -1/30-2/28/23	13.75	False
442394	2/23/2023	001-251-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.90	False
442394	2/23/2023	413-353-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	1.37	False
442394	2/23/2023	413-352-4230-0000	WWTP phone -1/30-2/28/23	325.18	False
442394	2/23/2023	001-251-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	1.89	False
442394	2/23/2023	001-480-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	0.91	False
442394	2/23/2023	001-350-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	3.14	False
442394	2/23/2023	413-120-4230-0000	707-465-6208 monthly phone -1/30-2/28/23	45.62	False
442394	2/23/2023	001-471-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	0.91	False
442394	2/23/2023	001-113-4230-0000	City Hall Shared Phone - -1/30-2/28/23	59.23	False
442394	2/23/2023	413-120-4230-0000	City Hall Shared Phone- -1/30-2/28/23	120.57	False
442394	2/23/2023	412-100-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.44	False
442394	2/23/2023	508-508-4230-0000	707-464-9565 monthly phone -1/30-2/28/23	200.81	False
442394	2/23/2023	413-130-4230-0000	City Hall Shared Phone- -1/30-2/28/23	12.69	False
442394	2/23/2023	413-111-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.24	False
442394	2/23/2023	001-471-4230-0000	707-465-3914 monthly phone -1/30-2/28/23	96.45	False
442394	2/23/2023	419-111-4230-0000	City Hall Shared Phone- -1/30-2/28/23	20.09	False
442394	2/23/2023	419-120-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	7.99	False
442394	2/23/2023	001-120-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	8.83	False
442394	2/23/2023	001-470-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	0.92	False
442394	2/23/2023	001-471-4230-0000	Cult Cntr Elev Alrm 707-464-4582 -1/30-2/28/23	95.26	False
442394	2/23/2023	419-111-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	1.37	False
442394	2/23/2023	001-250-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	0.52	False
442394	2/23/2023	001-113-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	4.25	False
442394	2/23/2023	412-120-4230-0000	City Hall Shared Phone- -1/30-2/28/23	19.03	False
442394	2/23/2023	001-471-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	0.92	False
442394	2/23/2023	001-113-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	4.25	False
442394	2/23/2023	413-120-4230-0000	707 465-1719 upstairs fax -1/30-2/28/23	8.51	False
442394	2/23/2023	001-364-4230-0000	City Hall Shared Phone- -1/30-2/28/23	21.16	False
442394	2/23/2023	413-353-4230-0000	707 465-4405 downstairs fax -1/30-2/28/23	1.37	False
442394	2/23/2023	413-353-4230-0000	City Hall Shared Phone- -1/30-2/28/23	20.09	False
442394	2/23/2023	001-480-4230-0000	707-464-6940 monthly phone -1/30-2/28/23	110.55	False
442394	2/23/2023	001-350-4230-0000	707-464-9506 monthly phone -1/30-2/28/23	262.72	False

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442394	2/23/2023	001-114-4230-000	707 465-1719 upstairs fax -1/30-2/28/23	4.25	False
442394	2/23/2023	413-352-4230-000	707 465-4405 downstairs fax -1/30-2/28/23	3.47	False
442394	2/23/2023	419-130-4230-000	City Hall Shared Phone- -1/30-2/28/23	12.69	False
442394	2/23/2023	001-130-4230-000	City Hall Shared Phone - -1/30-2/28/23	15.86	False
442394	2/23/2023	001-471-4230-000	City Hall Shared Phone- -1/30-2/28/23	6.35	False
442394	2/23/2023	001-114-4230-000	City Hall Shared Phone - -1/30-2/28/23	62.40	False
442394	2/23/2023	001-120-4230-000	707 465-4405 downstairs fax -1/30-2/28/23	8.83	False
442394	2/23/2023	001-250-4230-000	707 465-4405 downstairs fax -1/30-2/28/23	0.53	False
442394	2/23/2023	001-114-4230-000	707 465-4405 downstairs fax -1/30-2/28/23	4.25	False
442394	2/23/2023	001-364-4230-000	707 465-1719 upstairs fax -1/30-2/28/23	1.44	False
442394	2/23/2023	001-250-4230-000	City Hall Shared Phone- -1/30-2/28/23	13.75	False
442394	2/23/2023	413-352-4230-000	City Hall Shared Phone- -1/30-2/28/23	9.51	False
442394	2/23/2023	412-100-4230-000	City Hall Shared Phone- -1/30-2/28/23	12.70	False
442394	2/23/2023	413-120-4230-000	707-464-6517 monthly phone -1/30-2/28/23	33.40	False
442394	2/23/2023	419-120-4230-000	City Hall Shared Phone- -1/30-2/28/23	120.57	False
442394	2/23/2023	001-470-4230-000	707 465-4405 downstairs fax -1/30-2/28/23	0.91	False
442394	2/23/2023	001-112-4230-000	City Hall Shared Phone - -1/30-2/28/23	15.87	False
442394	2/23/2023	419-371-4230-000	707-001-0001 SCADA telemetry link-1/28-2/27/23	56.83	False
442394	2/23/2023	001-313-4230-000	707 465-1719 upstairs fax -1/30-2/28/23	1.18	False
442395	2/23/2023	508-508-4390-000	gas cap	12.84	False
442395	2/23/2023	419-371-4390-000	fuel filter	18.66	False
442395	2/23/2023	508-508-4390-600	fuel & oil filter #5115	37.47	False
442395	2/23/2023	001-240-4391-000	brake pads/silentguard kit	209.27	False
442395	2/23/2023	508-508-4390-000	spark plugs/plug wire set	50.76	False
442395	2/23/2023	508-508-4390-000	powerrated belt	18.56	False
442395	2/23/2023	001-230-4391-000	battery cable	5.85	False
442395	2/23/2023	508-508-4390-000	oil filter	3.53	False
442395	2/23/2023	508-508-4390-000	oil filter	3.53	False
442395	2/23/2023	508-508-4390-000	oil & fuel filters	40.32	False
442396	2/23/2023	508-508-4390-000	hose for #42; ends for #6; cloth armor; tractor fluid	415.31	False
442397	2/23/2023	413-353-4390-000	manhole cover	217.20	False
442397	2/23/2023	001-470-4390-000	Sharps container	41.50	False
442397	2/23/2023	001-480-4390-000	transport cart	511.78	False
442397	2/23/2023	419-371-4390-000	pressure gauge	108.50	False
442398	2/23/2023	001-240-4530-000	R Griffin training 3/1/23 - 3/4/23 K9 Seminar - per diem	146.03	False
442398	2/23/2023	001-240-4530-000	Travel 3/11/23 - 3/16/23 - R Griffin - Police Chiefs conference	294.15	False
442399	2/23/2023	413-000-1202-000	sludge disposal	2,210.72	False
442399	2/23/2023	413-000-1202-000	sludge disposal	2,101.93	False
442399	2/23/2023	413-000-1202-000	sludge disposal	1,973.85	False
442399	2/23/2023	413-000-1202-000	sludge disposal	2,389.68	False
442399	2/23/2023	413-000-1202-000	sludge disposal	2,182.64	False
442400	2/23/2023	508-508-4390-000	switch assembly	109.41	False
442401	2/23/2023	001-364-4390-100	Rock to fill excavations - FY23	108.25	False
442401	2/23/2023	413-353-4390-000	Rock to fill excavations - FY23	108.25	False
442401	2/23/2023	419-371-4390-000	Rock to fill excavations - FY23	866.00	False
442401	2/23/2023	913-352-4799-352	Grade-all rental for MBR filter replacement	840.00	False
442401	2/23/2023	913-352-4799-352	Grade-all rental for MBR filter replacement	1,140.00	False
442401	2/23/2023	913-352-4799-352	Grade-all rental for MBR filter replacement	1,020.00	False
442401	2/23/2023	913-352-4799-352	Grade-all rental for MBR filter replacement	1,020.00	False
442401	2/23/2023	913-352-4799-352	Grade-all rental for MBR filter replacement	1,020.00	False
442402	2/23/2023	001-480-4390-000	pole; scrubber; wax; squeegee; plant food; magic eraser; post hk	164.83	False
442402	2/23/2023	506-506-4390-000	water bottles	18.54	False
442402	2/23/2023	001-471-4390-000	angle broom; dustpan	34.51	False
442402	2/23/2023	001-470-4390-000	socket adapter set; lag screw	14.43	False
442402	2/23/2023	001-112-4392-000	pruners	21.43	False

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442402	2/23/2023	001-364-4390-1002	reflective signs; galvanized rings	63.42	False
442402	2/23/2023	412-100-4390-0000	coupler; robe hook; disinfectant; spray bottle; paper towels	146.30	False
442402	2/23/2023	506-506-4390-0000	poly oil; jigsaw blade set	61.83	False
442402	2/23/2023	419-371-4390-0000	aluminum trim; connector	55.69	False
442402	2/23/2023	419-371-4390-0000	knee pads	35.70	False
442402	2/23/2023	001-480-4340-0000	muratic acid; rags; drum liners; cleaner	286.05	False
442402	2/23/2023	001-364-4390-1002	braided nylon; tool tote; zipper tool bag	121.01	False
442402	2/23/2023	001-470-4390-0000	snap bolt; galvanized wire	23.54	False
442402	2/23/2023	001-470-4390-0000	adjustable clamp	27.19	False
442402	2/23/2023	412-100-4390-0000	utility hangers	15.72	False
442402	2/23/2023	412-100-4390-0000	wire frame; bucket; primer; lattice; lumber	141.27	False
442402	2/23/2023	412-100-4390-0000	RETURN: coupler wand	-47.59	False
442402	2/23/2023	506-506-4390-0000	lightbulbs	14.59	False
442402	2/23/2023	001-471-4390-0000	squeegie	30.31	False
442402	2/23/2023	412-100-4390-0000	galvanized spikes	14.85	False
442402	2/23/2023	001-470-4390-0000	turfbuilder	64.92	False
442402	2/23/2023	419-371-4390-0000	hose reel	14.05	False
442402	2/23/2023	412-100-4390-0000	utility hangers	11.42	False
442402	2/23/2023	506-506-4390-0000	boxes	30.14	False
442402	2/23/2023	506-506-4390-0000	boxes	53.91	False
442402	2/23/2023	001-470-4390-0000	clamp set	8.38	False
442402	2/23/2023	508-508-4390-0000	bit set	28.55	False
442402	2/23/2023	419-371-4390-0000	flashlight; paint	65.94	False
442402	2/23/2023	001-480-4390-0000	cement; bit set	48.92	False
442402	2/23/2023	001-480-4390-0000	PVC parts; adapters; hex nuts	105.61	False
442402	2/23/2023	506-506-4390-0000	staple gun; staples	34.58	False
442402	2/23/2023	001-364-4390-1002	JB weld	6.47	False
442402	2/23/2023	001-480-4390-0000	work lights	129.84	False
442402	2/23/2023	001-470-4390-0000	carbide blade	86.54	False
442402	2/23/2023	506-506-4390-0000	tote	35.66	False
442402	2/23/2023	001-364-4390-1002	bleach; sprayer	25.70	False
442402	2/23/2023	001-470-4390-0000	nifty nabber	32.40	False
442402	2/23/2023	001-480-4390-0000	batteries; charger	165.34	False
442402	2/23/2023	001-480-4390-0000	shoe covers; nozzle	45.37	False
442402	2/23/2023	506-506-4390-0000	blue tape; tray set; brush; tray liner	71.16	False
442402	2/23/2023	412-100-4390-0000	bit set; quick release; smart patch	87.44	False
442402	2/23/2023	419-371-4390-0000	toggle hook; trash bags	66.29	False
442402	2/23/2023	419-371-4390-0000	Master locks for water meters	607.93	False
442402	2/23/2023	001-470-4390-0000	Materials for fence repair at Petersen Park	3,609.25	False
442402	2/23/2023	508-508-4390-0000	luggage strap; nozzle	19.77	False
442402	2/23/2023	001-480-4390-0000	hose	54.10	False
442402	2/23/2023	001-251-4390-0000	electric tester for D. Minges	22.70	False
442402	2/23/2023	001-470-4390-0000	plunger	9.17	False
442402	2/23/2023	001-470-4390-0000	sink auger; kwikspin	48.62	False
442402	2/23/2023	412-100-4390-0000	lumber; hose bib	28.91	False
442402	2/23/2023	001-364-4390-1002	adhesive anvil	41.39	False
442402	2/23/2023	001-364-4390-1002	welding gloves; flint striker	50.81	False
442402	2/23/2023	506-506-4390-0000	hinges	31.83	False
442402	2/23/2023	001-480-4390-0000	drill; drill kit	64.92	False
442402	2/23/2023	001-470-4390-0000	hosebib; ptfе tape	13.81	False
442402	2/23/2023	001-364-4350-1002	wire	262.51	False
442402	2/23/2023	001-480-4390-0000	RETURN: drill	-74.69	False
442402	2/23/2023	412-100-4390-0000	nylon; lumber; anchor shackle	74.79	False
442402	2/23/2023	413-353-4390-0000	carabiner; hose	34.60	False
442402	2/23/2023	508-508-4390-0000	brass parts	24.40	False

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442402	2/23/2023	001-480-4340-000	muriatic acid	194.20	False
442402	2/23/2023	508-508-4390-000	digital tower	64.92	False
442403	2/23/2023	419-000-2110-000	Refund Check 110377-000, 130 OLIVINE WAY	84.70	False
442404	2/23/2023	508-508-4390-000	aluminum sheets	260.84	False
442405	2/23/2023	001-240-4391-000	Tow Ford Exploier to Harper Ford Eureka	450.00	False
442406	2/23/2023	001-240-4530-000	A Lopez training 3/1/23 - 3/4/23 K9 Seminar - per diem	146.03	False
442407	2/23/2023	001-230-4390-000	galv reducer	130.74	False
442408	2/23/2023	001-364-4390-100	Street name signs	840.23	False
442409	2/23/2023	001-240-4530-000	Monthly K9 Maintenance - FY23	350.00	False
442409	2/23/2023	001-240-4530-202	Monthly K9 Maintenance - FY23 for K9 Koysta	350.00	False
442410	2/23/2023	413-351-4320-000	FY23 Laundry service/uniforms	9.85	False
442410	2/23/2023	508-508-4320-000	FY23 Laundry service/uniforms	30.08	False
442410	2/23/2023	413-353-4320-000	FY23 Laundry service/uniforms	35.40	False
442410	2/23/2023	419-130-4370-000	City Hall Mats	0.27	False
442410	2/23/2023	001-112-4370-000	City Hall Mats	0.33	False
442410	2/23/2023	001-471-4370-000	City Hall Mats	0.14	False
442410	2/23/2023	413-352-4370-000	City Hall Mats	0.20	False
442410	2/23/2023	001-364-4370-000	City Hall Mats	0.44	False
442410	2/23/2023	001-470-4370-000	City Hall Mats	0.24	False
442410	2/23/2023	001-130-4370-000	City Hall Mats	0.33	False
442410	2/23/2023	001-114-4370-000	City Hall Mats	1.31	False
442410	2/23/2023	413-111-4370-000	City Hall Mats	0.42	False
442410	2/23/2023	412-120-4370-000	City Hall Mats	0.27	False
442410	2/23/2023	001-111-4370-000	City Hall Mats	0.44	False
442410	2/23/2023	001-113-4370-000	City Hall Mats	1.25	False
442410	2/23/2023	413-353-4370-000	City Hall Mats	0.42	False
442410	2/23/2023	001-251-4370-000	City Hall Mats	0.33	False
442410	2/23/2023	413-120-4370-000	City Hall Mats	2.53	False
442410	2/23/2023	001-313-4370-000	City Hall Mats	0.65	False
442410	2/23/2023	001-480-4370-000	City Hall Mats	0.28	False
442410	2/23/2023	419-371-4370-000	City Hall Mats	1.62	False
442410	2/23/2023	001-250-4370-000	City Hall Mats	0.29	False
442410	2/23/2023	001-120-4370-000	City Hall Mats	2.29	False
442410	2/23/2023	419-120-4370-000	City Hall Mats	2.53	False
442410	2/23/2023	412-100-4370-000	City Hall Mats	0.40	False
442410	2/23/2023	419-111-4370-000	City Hall Mats	0.42	False
442410	2/23/2023	413-130-4370-000	City Hall Mats	0.27	False
442410	2/23/2023	420-115-4370-000	City Hall Mats	2.58	False
442410	2/23/2023	413-357-4370-000	City Hall Mats	0.76	False
442410	2/23/2023	001-350-4370-000	City Hall Mats	0.98	False
442411	2/23/2023	413-353-4390-000	rubber seal	7.36	False
442411	2/23/2023	001-230-4391-000	air brake elbow	118.53	False
442412	2/23/2023	413-000-2122-000	ACS Chemicals, Reagents, equipment, and misc supplies. FY23 TA	-4.97	False
442412	2/23/2023	413-351-4390-000	ACS Chemicals, Reagents, equipment, and misc supplies. FY22-23	81.05	False
442413	2/23/2023	419-000-2110-000	Refund Check 110030-001, 2464 ROY AVE	189.60	False
442415	2/23/2023	413-000-1202-000	credits for solids hauling & chemical delivery	-22,307.45	False
442415	2/23/2023	413-352-4409-000	Annual Contract - WWTP Operations including maintenance	121,383.74	False
442415	2/23/2023	413-352-4450-000	Annual Contract - WWTP Operations including maintenance	13,333.33	False
442415	2/23/2023	913-352-4799-352	Reimb: Stnls steel strut for MBR filter - Mem Pulse CIP project	8,167.92	False
442416	2/23/2023	508-508-4390-600	horns for E370	41.55	False
442416	2/23/2023	508-508-4390-600	oil filter	29.67	False
442417	2/23/2023	419-000-2110-000	Refund Check 111369-000, 755 E ST #3	64.57	False
442418	2/23/2023	419-120-4370-000	Janitorial Supplies- City-Wide	2.38	False
442418	2/23/2023	001-470-4370-000	Janitorial Supplies- City-Wide	268.31	False
442418	2/23/2023	001-251-4370-000	Janitorial Supplies- City-Wide	1.19	False

Check Num	Check Date	Acct 1	Description	Amount	Selected For V
442418	2/23/2023	508-508-4370-000	Janitorial Supplies- City-Wide	29.81	False
442418	2/23/2023	413-352-4370-000	Janitorial Supplies- City-Wide	23.85	False
442418	2/23/2023	413-120-4370-000	Janitorial Supplies- City-Wide	2.38	False
442418	2/23/2023	001-114-4370-000	Janitorial Supplies- City-Wide	2.39	False
442418	2/23/2023	001-480-4370-000	Janitorial Supplies- City-Wide	59.62	False
442418	2/23/2023	001-113-4370-000	Janitorial Supplies- City-Wide	2.38	False
442418	2/23/2023	001-111-4370-000	Janitorial Supplies- City-Wide	2.39	False
442418	2/23/2023	506-506-4370-000	Janitorial Supplies- City-Wide	23.85	False
442418	2/23/2023	412-100-4370-000	Janitorial Supplies- City-Wide	23.85	False
442418	2/23/2023	001-313-4370-000	Janitorial Supplies- City-Wide	2.39	False
442418	2/23/2023	001-120-4370-000	Janitorial Supplies- City-Wide	9.54	False
442418	2/23/2023	001-471-4370-000	Janitorial Supplies- City-Wide	23.85	False
442418	2/23/2023	420-115-4370-000	Janitorial Supplies- City-Wide	2.38	False
442418	2/23/2023	001-350-4370-000	Janitorial Supplies- City-Wide	67.97	False
442418	2/23/2023	001-240-4370-000	Janitorial Supplies- City-Wide	23.85	False
442419	2/23/2023	001-240-4380-202	Dog food - K9 Sgt. Koysta	52.50	False
442420	2/23/2023	419-372-4390-000	Parts to rebuild BOV water pumps	6,188.96	False
442420	2/23/2023	913-352-4799-352	WWTP C-water pump replacements	9,134.95	False
442422	2/23/2023	419-000-2110-000	Refund Check 105040-000, 929 9TH ST- BARBER SHOP	97.77	False
442423	2/23/2023	001-240-4530-000	D Sanders training 3/1/23 - 3/4/23 K9 Seminar - per diem	146.03	False
442424	2/23/2023	001-470-4409-000	Tsunami walking tour - 1/1-1/31/23	6,840.00	False
442425	2/23/2023	901-470-4799-470	Wolf's evening primrose study-Oct 22	1,218.75	False
442425	2/23/2023	419-371-4450-ENC	Emergency water line repair near Englund Marine-Oct 22	2,102.50	False
442425	2/23/2023	001-313-4409-000	Surveyor Services-Oct 22	87.50	False
442425	2/23/2023	001-313-4409-000	FY23 Planning Services-Oct 22	10,761.25	False
442425	2/23/2023	901-470-4799-470	Wolf's evening primrose study-Nov 22	1,218.75	False
442425	2/23/2023	001-313-4409-000	FY23 Planning Services-Nov 22	17,371.25	False
442425	2/23/2023	901-240-4799-202	PD facility geotechnical study - Dec 2022	373.75	False
442426	2/23/2023	001-111-4310-000	CH Office Supplies	1.19	False
442426	2/23/2023	413-120-4310-000	CH Office Supplies	6.79	False
442426	2/23/2023	413-130-4310-000	CH Office Supplies	0.72	False
442426	2/23/2023	420-115-4310-000	CH Office Supplies	6.91	False
442426	2/23/2023	412-120-4310-000	CH Office Supplies	0.72	False
442426	2/23/2023	001-250-4310-000	CH Office Supplies	0.77	False
442426	2/23/2023	001-470-4310-000	CH Office Supplies	0.65	False
442426	2/23/2023	413-353-4310-000	CH Office Supplies	1.13	False
442426	2/23/2023	001-480-4310-000	CH Office Supplies	0.77	False
442426	2/23/2023	001-120-4310-000	CH Office Supplies	6.13	False
442426	2/23/2023	001-471-4310-000	CH Office Supplies	0.36	False
442426	2/23/2023	001-251-4310-000	CH Office Supplies	0.89	False
442426	2/23/2023	413-111-4310-000	CH Office Supplies	1.13	False
442426	2/23/2023	412-100-4310-000	CH Office Supplies	1.07	False
442426	2/23/2023	001-114-4310-000	CH Office Supplies	3.51	False
442426	2/23/2023	413-357-4310-000	CH Office Supplies	2.02	False
442426	2/23/2023	001-113-4310-000	CH Office Supplies	3.33	False
442426	2/23/2023	419-130-4310-000	CH Office Supplies	0.72	False
442426	2/23/2023	419-120-4310-000	CH Office Supplies	6.79	False
442426	2/23/2023	419-371-4310-000	CH Office Supplies	4.35	False
442426	2/23/2023	001-313-4310-000	CH Office Supplies	1.72	False
442426	2/23/2023	001-112-4310-000	CH Office Supplies	0.89	False
442426	2/23/2023	001-364-4310-000	CH Office Supplies	1.19	False
442426	2/23/2023	001-130-4310-000	CH Office Supplies	0.89	False
442426	2/23/2023	413-352-4310-000	CH Office Supplies	0.54	False
442426	2/23/2023	419-111-4310-000	CH Office Supplies	1.13	False
442426	2/23/2023	001-350-4310-000	CH Office Supplies	2.62	False

Check Num	Check Date	Acct 1	Description	Amount	Selected For V
442426	2/23/2023	420-115-4310-0000	CH Office Supplies	17.02	False
442426	2/23/2023	001-470-4310-0000	CH Office Supplies	1.61	False
442426	2/23/2023	001-364-4310-0000	CH Office Supplies	2.93	False
442426	2/23/2023	413-120-4310-0000	CH Office Supplies	16.72	False
442426	2/23/2023	413-353-4310-0000	CH Office Supplies	2.79	False
442426	2/23/2023	419-371-4310-0000	CH Office Supplies	10.71	False
442426	2/23/2023	001-471-4310-0000	CH Office Supplies	0.88	False
442426	2/23/2023	001-120-4310-0000	CH Office Supplies	15.11	False
442426	2/23/2023	001-113-4310-0000	CH Office Supplies	8.22	False
442426	2/23/2023	001-350-4310-0000	CH Office Supplies	6.45	False
442426	2/23/2023	413-357-4310-0000	CH Office Supplies	4.99	False
442426	2/23/2023	419-111-4310-0000	CH Office Supplies	2.79	False
442426	2/23/2023	001-111-4310-0000	CH Office Supplies	2.93	False
442426	2/23/2023	001-112-4310-0000	CH Office Supplies	2.20	False
442426	2/23/2023	412-120-4310-0000	CH Office Supplies	1.76	False
442426	2/23/2023	001-250-4310-0000	CH Office Supplies	1.91	False
442426	2/23/2023	001-480-4310-0000	CH Office Supplies	1.90	False
442426	2/23/2023	001-114-4310-0000	CH Office Supplies	8.66	False
442426	2/23/2023	413-352-4310-0000	CH Office Supplies	1.32	False
442426	2/23/2023	001-313-4310-0000	CH Office Supplies	4.26	False
442426	2/23/2023	413-111-4310-0000	CH Office Supplies	2.78	False
442426	2/23/2023	412-100-4310-0000	CH Office Supplies	2.64	False
442426	2/23/2023	413-130-4310-0000	CH Office Supplies	1.76	False
442426	2/23/2023	419-130-4310-0000	CH Office Supplies	1.76	False
442426	2/23/2023	001-130-4310-0000	CH Office Supplies	2.20	False
442426	2/23/2023	001-251-4310-0000	CH Office Supplies	2.20	False
442426	2/23/2023	419-120-4310-0000	CH Office Supplies	16.72	False
442427	2/23/2023	117-364-4409-00fs	Front Street reconstruction repackaging - Jan 2023	11,665.50	False
442427	2/23/2023	419-371-4409-0000	Create water model of City's water dist system: Jan 2023	747.50	False
442427	2/23/2023	117-364-4409-00K	K Street reconstruction design - Jan 2023	650.75	False
442428	2/23/2023	413-351-4685-0000	Lab accreditation amendment applicatoin fee	1,500.00	False
442429	2/23/2023	901-364-4799-FST	Front Street materials - Final Payment	100,202.00	False
442430	2/23/2023	001-240-4450-0000	Maintence	42.01	False
442431	2/23/2023	001-230-4510-0000	Scene support-breakfast after structure fire	272.17	False
442432	2/23/2023	001-480-3716-0000	Refund annual pass of 11/30/22	474.90	False
442433	2/23/2023	001-364-4390-1000	Reflective delineators	812.75	False
				<hr/>	
				538,198.03	
				<hr/>	

AP

2-11-23 to 2-24-23 Housing



User: crawlings
Printed: 2/27/2023 1:18:20 PM

REVIEWED
crawlings , 2/27/2023 ,1:21:12 PM

Check Date	Check Number	Description	Amount	Selected For Void
2/23/2023	442410	City Hall Mats	0.23	False
2/23/2023	442426	CH Office Supplies	0.59	False
2/23/2023	442421	postage	0.61	False
2/23/2023	442394	707 465-4405 downstairs fax -1/30-2/28/23	1.04	False
2/23/2023	442394	707 465-1719 upstairs fax -1/30-2/28/23	1.05	False
2/23/2023	442426	CH Office Supplies	1.47	False
2/23/2023	442394	City Hall Shared Phone- -1/30-2/28/23	10.58	False
2/23/2023	442426	Office Supplies-Housing Authority Acct	18.78	False
2/23/2023	442418	Janitorial Supplies- City-Wide	23.85	False
2/23/2023	442414	Office Supplies	27.24	False
2/23/2023	442371	monitor stand	27.59	False
2/23/2023	442414	Office Supplies	38.10	False
2/23/2023	442371	monitor stand-folders	51.73	False
2/23/2023	442394	707-464-2692 HA Fax Line -1/30-2/28/23	100.32	False
2/23/2023	442391	Annual fire extinguisher maint and cert	392.49	False
			<hr/> <hr/>	
			695.67	
			<hr/> <hr/>	

City of Crescent City
Biweekly Payroll Report for City Employees
Payroll Ending 2/25/23
Pay Date 3/3/23

Check Numbers: 110866 - 110869 (plus direct deposits)

Home Dept.	Regular Pay	Overtime	Gross Pay	Employees	Notes
City Council	3,509.84		3,509.84	5	
Administration	14,124.27	838.75	14,963.02	4	
Econ Dev / Grants	6,473.23	971.55	7,444.78	2	
Human Resources	2,603.85	265.21	2,869.06	1	
Finance	11,749.42		11,749.42	5	
City Attorney	4,681.12		4,681.12	1	
Fire	6,841.47		6,841.47	2	
Police	40,317.24	7,191.70	47,508.94	15	
Planning	1,040.80		1,040.80	1	
Public Works	48,866.41	1,761.36	50,627.77	22	
Recreation	1,657.89		1,657.89	1	
Swimming Pool	14,296.79	267.58	14,564.37	18	
Housing	10,009.32		10,009.32	4	
	166,171.65	11,296.15	177,467.80	81	

Payroll summarized above according to employees' home departments. Actual costs of employees are charged to department / fund where work was performed.



CITY COUNCIL AGENDA REPORT

TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: DAVID YEAGER, PUBLIC WORKS DIRECTOR
TINA BLAKLEY, CONSULTANT SHN ENGINEERING & GEOLOGISTS
ANDREW LEIGHTON, ENGINEERING PROJECT MANAGER**

DATE: MARCH 6, 2023

**SUBJECT: RECYCLED WATER FEASIBILITY STUDY FOR THE CITY'S
WASTEWATER TREATMENT FACILITY AND SIGNIFICANT
INDUSTRIAL USERS**

RECOMMENDATION

- Receive and file "Crescent City Recycled Water Feasibility Study"

BACKGROUND

The mission of the Water Recycling Funding Program (WRFP) is to promote the beneficial use of treated municipal wastewater (water recycling) in order to augment fresh water supplies in California by providing technical and financial assistance to agencies and other stakeholders in support of water recycling projects and research.

City staff was approached by the State Water Resources Control Board (SWRCB) regarding potential grant funding to conduct a feasibility study for the reuse of recycled water. On September 8, 2020 the City Council adopted Resolution No. 2020-82 authorizing the City Manager to execute an agreement with the SWRCB and directed city staff to take actions required to apply for the recycled water study grant application.

A formal Request for Qualifications (RFQ) was published on September 15, 2020. Two qualification packages were received by October 1, 2020. A team consisting of Stover Engineering and Kennedy Jenks was selected as the most qualified to perform a recycled water feasibility study. The City council authorized the City Manager to enter an agreement (Task Order #14) with Stover Engineering on October 19, 2020 for this purpose.

The grant funding was allocated in October 2021. The City Council adopted Resolution No. 2021-55 at the regularly scheduled Council meeting held on October 4, 2021. This

resolution allocated \$130,000 to cover Task Order 14 and \$20,000 for city staff time. Stover and Kennedy-Jenks commenced work on October 5, 2021.

On October 27, 2022 the Final Facilities Planning Study Report was submitted to the SWRCB and was accepted on January 31, 2023. At that time the SWRCB authorized final payment of the grant disbursement.

ITEM ANALYSIS

The most feasible recycled water projects were the irrigation of existing urban parks using recycled water either produced at the City's WWTP or treated and disinfected industrial effluent from Rumiano Cheese Company. While the projects are technically feasible, the cost to produce recycled water and maintain a recycled system for irrigation of parks is approximately 1.5 times that of continuing to use the City's current freshwater distribution network. If the City were able to obtain grants for the construction of the recycling facilities and distribution systems, then it may be economically feasible to implement recycled water projects. If the cost to produce potable water increases substantially over time, then the City should reevaluate recycled water as an alternative supply. Current projections based on expected potable water rate increases recommend a review in 15 years or approximately by 2037. There may also be changes related to regulatory requirements, or community preference that would justify an earlier review of the feasibility of implementing a recycled water project for the City.

The study looked at two broad areas for potential recycling of wastewater:

1. Building out recycling facilities to be used at the WWTP, parks, or other areas.
2. Researching the feasibility of diverting water currently being discharged by our Significant Industrial Users (Rumiano, SeaQuake, Port O'Pints) to our collection system into some type of recycle or reuse system for irrigation or other purpose.

Alternatives evaluated as part of the Feasibility Study included:

1. Alternative 1 – Irrigation of Beach Front Park. Alternative 1 consists of producing tertiary treated and disinfected recycled water at the WWTP and conveying it to Beach Front Park for use as irrigation. Total capital costs for this alternative were \$573,000 with annual operations and maintenance (O&M) costs of \$23,530. Total annualized unit cost is \$2,000 per acre foot for recycled water. The city potable water cost for this same usage is \$1,133 per acre foot.
2. Alternative 2 – Irrigation of Beach Front Park and Truck Fill Station. Alternative 2 is the same as Alternative 1 with the addition of the truck fill station to be installed at the WWTF. Total capital costs for this alternative were \$605,000 with annual O&M costs of \$23,530. Total annualized unit cost is \$1,940 per acre foot for recycled water. The City's potable water cost for this same usage is \$1,128 per acre foot.
3. Alternative 3 – Irrigation of Peterson Park. Alternative 3 consists of using Rumiano's Ultraviolet / Reverse Osmosis processed effluent for irrigation at

Peterson Park. Effluent water would be conveyed to a storage tank at Peterson Park and then used for irrigation. Total capital costs for this alternative were \$184,000 with annual O&M costs of \$3,410. The total annualized unit cost is \$2,600 per acre foot for recycled water. The city potable water cost for this same usage is \$1,060 per acre foot.

FISCAL ANALYSIS

This project was 100% funded by a State Water Resource Control Board Grant and has been completed on time and under budget. Per agreement, due to the City's disadvantaged status, the City match is 0%.

STRATEGIC PLAN ASSESSMENT

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.

F. Incorporate health considerations into decision-making across departments and policy areas by:

- Examining methods to maintain, enhance, and expand park and recreation facilities.

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY

F. Plan and prepare for the growth and future needs of the Crescent City community by:

- Expanding on the success of grant funding by maximizing utilization of opportunities with corresponding community needs.

ATTACHMENTS

1. Crescent City Recycled Water Feasibility Study - see link on website:
www.crescentcity.org



CITY COUNCIL AGENDA REPORT

TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ROBIN ALTMAN, CITY CLERK/ADMINISTRATIVE ANALYST

DATE: MARCH 6, 2023

SUBJECT: CONFIRM APPOINTMENT OF MAYOR WRIGHT AS ALTERNATE COMMISSIONER TO DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY GOVERNING BOARD

RECOMMENDATION

- Confirm appointment of Mayor Wright to serve as alternate commissioner to the Del Norte Solid Waste Management Authority Governing Board

BACKGROUND

Annually during a Council meeting, Council Members review Boards and Committees and make their preferences known to the Mayor. At the following meeting, the Mayor will make his/her appointments and the Council as a whole confirms said appointments.

ITEM ANALYSIS

Appointments for 2023 were confirmed at the January 17, 2023 Council meeting. Council Member Schellong was appointed to serve as alternate commissioner for the Del Norte Solid Waste Management Authority Governing Board, however, due to a scheduling conflict is unable to serve in that capacity. Mayor Wright has the availability to serve as alternate if called upon and would like to be appointed to that Board. The City Council is asked to confirm the Mayor's appointment.

FISCAL ANALYSIS

This action will have no fiscal impact.

ATTACHMENTS - None



CITY COUNCIL AGENDA REPORT

TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: DAVID YEAGER, PUBLIC WORKS DIRECTOR
ANDREW LEIGHTON, ENGINEERING PROJECT MANAGER

DATE: MARCH 6, 2023

SUBJECT: STORM TREE REMOVAL

RECOMMENDATION

- Hear staff report
- Technical questions from Council
- Receive public comment
- Further Council discussion
- Ratify the City Manager's signature of the Small Public Works Agreement with Turner Chopping, LLC.
- Approve and adopt Resolution No. 2023-14, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY.

BACKGROUND

A winter storm hit Crescent City on January 4, 2023 with high winds causing property damage throughout the region. Many trees in the City's parks sustained damage from loss of limb to loss of entire tree.

On January 12, 2023 Governor Gavin Newsom requested an Expedited Major Disaster Declaration. On January 18, 2023 President Joseph R. Biden, Jr. approved the Major Disaster Declaration. Under the President's order signed January 18, 2023, the federal share increased to 100 percent of the total eligible costs for debris removal and emergency protective measures (Categories A and B) including direct federal assistance for 60 days from the start of the incident period, December 27, 2022.

ITEM ANALYSIS

Due to concerns for public safety the City public works crew removed trees at the Point of Honor, a leaning tree at the intersection of Stamps and Play, a tree at the Head Start

playground, a tree at 2nd and I Street, and one on G Street at the old Bank of America building.

Due to the excessive number of trees down, the following trees were requested for quotation to be removed.

- 1) One Beach Pine at Stamps & Howe
- 2) Eight Beach Pines along Howe Drive
- 3) Multiple Trees in Beachfront Park with broken branches
- 4) One tree blown over at Marine Mammal Center
- 5) Large branch from tree on Front Street near Kidtown
- 6) Large branch from tree in Brother Jonathan Park
- 7) Large branch from Monterrey Cypress in Peterson Park

An informal request for quotes was published on January 18, 2023 by direct contact to all local tree removal companies documented on the qualified bidder's list maintained by the city. The city received three quotes from tree removal companies with Turner Chopping, LLC being the lowest quote. The Small Public Works Agreement was signed on February 7, 2023 and work was authorized to begin on February 14, 2023. Work was completed on February 20, 2023.

CalOES was contacted on January 20, 2023 based upon the disaster declaration mentioned above. The documentation previously compiled for the quotation was included with the damage declaration submitted on the same day. CalOES sent a team on January 31, 2023 to conduct a Preliminary Damage Assessment regarding the storm damage. They requested GPS locations of all trees damaged and an Arborist report showing that those trees had been reviewed recently. City staff has complied with all requests for information.

Other storm damages including driftwood and rock deposited in Howe Drive Park, driftwood at the Elk Creek stormdrain outfall and driftwood in the stormdrain pipes were excluded because the City does not have documentation of regular maintenance of these items within the prior 6 months to prove that the debris was directly caused by the recent storm.

FISCAL ANALYSIS

The contract with Turner Chopping, LLC is for \$12,025.00. Reimbursement from CalOES is anticipated to be 75% with 25% local matching.

Turner Chopping, LLC Contract	\$12,025.00
<u>CalOES funding</u>	<u>\$ 9,018.75</u>
City Match	\$ 3,006.25

Approval of the attached resolution will provide funding from the General Fund to parks maintenance with 75% reimbursement.

STRATEGIC PLAN ASSESSMENT

GOAL 1: SUPPORT QUALITY SERVICES, COMMUNITY SAFETY, AND HEALTH TO ENHANCE THE QUALITY OF LIFE AND EXPERIENCE OF OUR RESIDENTS AND VISITORS

C. Empower and utilize Police, Fire, and Public Works departments to make Crescent City one of the safest cities in the United States

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY

A. Evaluate and optimize additional revenue sources

GOAL 3: OBTAIN THE HIGHEST LEVELS OF ORGANIZATIONAL EXCELLENCE

E. Recruit and retain highly qualified employees by:

- Maintaining a balanced budget while executing strong fiscal management, optimized staffing levels, and through maximizing services with available resources

ATTACHMENTS

1. Resolution No. 2023-14 (Budget Amendment)
2. Contract with Turner Chopping

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY

WHEREAS, the budget for the fiscal year beginning July 1, 2022, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 20th day of June 2022; and

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

WHEREAS, the City of Crescent City owns and maintains the parks; and

WHEREAS, multiple trees in Beachfront Park, Peterson Park, and Brother Jonathan Park sustained damage from a winter storm on January 4, 2023; and

WHEREAS, the FY2022-23 budget does contain planned expense for Arborist review of trees, but does not contain funding for tree removal due to this storm; and

WHEREAS, fulfillment of this priority requires an amendment to the operating budget;

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

That the Fiscal Year 2022-23 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

Fund	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General Fund	\$9,019	\$12,025

APPROVED and **ADOPTED** and made effective the same day at a regular meeting of the City Council for the City of Crescent City held on the 6th day of March 2023, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Isiah Wright, Mayor

ATTEST:

Robin Altman, City Clerk



CITY OF CRESCENT CITY AGREEMENT FOR SMALL PUBLIC WORKS PROJECT

This Agreement is entered into by and between the City of Crescent City, a California municipal corporation, and Contractor identified below, for the construction of a small public works project.

1. IDENTIFICATION OF PARTIES.

- a. City:** City of Crescent City
Attn: City Manager
377 J Street
Crescent City, CA 95531
707-464-7483
- b. Contractor:** Turner Chopping, LLC / Lic. No. 201525810344
Attn: Jeremy Turner
120 Teela Lane
Smith River, CA 95567
(707) 951-5189

2. PROJECT DESCRIPTION. The "Project" to be completed under this Agreement is for removal of down trees located in Exhibit A. City has provided plans and specifications for the Project to Contractor, which are attached hereto as "**Exhibit A**" and incorporated herein by this reference. All work is to be completed in a workmanlike manner according to standard industry practices. The Project includes the following work:

- a.** Mobilization of necessary equipment for fallen trees (whole or in controlled sections)
- b.** Labor from chipping and hauling of tree parts including stump removal as required.
- c.** Labor and materials for refilling stump holes including reseeding with grass

3. COMPENSATION. The total compensation City will pay Contractor for construction and completion of the Project is Twelve Thousand and Twenty Five Dollars and no cents (\$12,025.00) ("Contract Price") as detailed on the cost sheet attached hereto as "**Exhibit B**" and incorporated herein by this reference.

4. PREVAILING WAGE. Contractor is required to pay prevailing wages on this Project as determined by the Department of Industrial Relations.

5. DIR REGISTRATION. If the Project is for construction work and exceeds \$25,000 or is for maintenance work and exceeds \$15,000, Contractor represents and warrants that Contractor is registered with the Department of Industrial Relations.

- 6. SCHEDULE.** The Project is to be commenced as soon as contractor is able. If required, the work will begin with a pre-construction meeting between Contractor and the City's Public Works Director / City Engineer.
- 7. PAYMENT TERMS.** The Contractor will be paid upon completion of the Project. No retention will be withheld. Contractor is responsible to provide and pay for all costs associated with the prosecution of the Project, including, but not limited to: (i) labor, materials, equipment, tools, permits, and licenses necessary for the proper execution and completion of the work; (ii) required sales, consumer, and use taxes; and (iii) the cost of insurance premiums required by this Agreement.
- 8. CHANGES IN WORK.** If City directs any modification or addition to the work covered by this Agreement, this Agreement will be adjusted accordingly. Modification or addition to the work will be effective when both City and Contractor have signed a Change Order. Contractor must promptly notify City of any unknown physical conditions that differ materially from those ordinarily encountered and recognized as inherent in work of the character provided in this Agreement. City as "extra work" agrees to pay for any expenses due to such conditions.
- 9. CONTRACTOR'S REPRESENTATIONS.** Contractor represents that Contractor has familiarized itself with the work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, or performance of the work. Contractor represents that it is duly licensed to perform the work as required by state and local laws and regulations.
- 10. DELAYS.** Contractor agrees to start and diligently perform the work through to completion, but shall not be responsible for delay for any of the following reasons: acts of neglect or omission of City, its elected and appointed officials, employees or agents, acts of God, inclement weather, strikes, lockouts, boycotts, or other labor unrest, extra work ordered by City, delays caused by inspection or changes ordered by authorized governmental bodies, or for other causes beyond the reasonable control of Contractor. Contractor must notify City of any anticipated delays.
- 11. PERSONNEL.** Contractor will provide competent, suitable personnel to perform the work under this Agreement and at all times must maintain good discipline and order at the Project location.
- 12. SAFETY.** Contractor is responsible for initiating, maintaining and supervising all safety precautions in connection with the work. Contractor must comply with all applicable laws and regulations relating to the safety of persons or property. Interruptions to the flow of vehicular traffic must be kept to a minimum.
- 13. BOND REQUIREMENTS.** Contractor is required to provide the following bonds for the Project (check all that apply):
- ☒ None. No bonds are required as part of this Agreement.

☐ Payment Bond in the amount of 100% of the Contract Price. (Required for Projects with a Contract Price of more than \$25,000.)

☐ Performance Bond in the amount of 100% of the Contract Price. (Discretionary.)

14.INSURANCE REQUIREMENTS. Contractor must maintain insurance policies with the following coverages and minimum amounts for the duration of this Agreement:

	Coverage Type	Minimum Limits
a.	Commercial General Liability (CGL) ISO Form CG 00 01, including products completed operations, covering bodily injury, personal injury, and property damage.	\$1 million per occurrence; \$2 million aggregate
b.	Automobile Liability ISO Form CA 0001 covering Code 1 – any auto, property damage and bodily injury	\$1 million per accident
c.	Workers' Compensation	Statutory Limits
d.	Employer's Liability - for bodily injury or disease	\$1 million per accident

15.INDEPENDENT CONTRACTOR. Contractor is operating as an independent contractor and not as an employee of City. Neither Contractor nor any of its employees are eligible to receive any of the rights or benefits otherwise available to City's employees. Contractor is free from the direction and control of City over the means and manner of performing services under this Agreement, subject only to the right of City to specify the desired results. Contractor is solely responsible for payment of all taxes, fees, and salaries due its employees as required by law or other agreement.

16.ASBESTOS AND HAZARDOUS WASTE. If Contractor encounters asbestos or other hazardous materials, Contractor must immediately stop work and allow City to obtain a duly qualified asbestos and/or hazardous materials Contractor to perform the necessary work. If Contractor is qualified to remove asbestos or other hazardous materials, City may engage Contractor to do the work. Said work will be treated as extra work under this Agreement.

17.GENERAL PROVISIONS.

a. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless City, its elected and appointed officials, employees and agents against any loss, liability, cost, expense, or damages of any kind whatsoever (including reasonably attorney's fees) that arise out of or result from the performance of work under this Agreement but only to the extent caused in whole or in part by the acts or omissions, negligent or otherwise, of Contractor, its employees, agents or subcontractors.

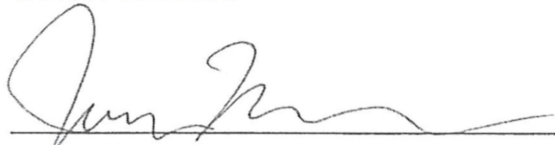
- b. **COMPLIANCE WITH LAWS.** Contractor is required to comply with all state, county and local laws, ordinances and regulations in the performance of work under this Agreement.
- c. **ASSIGNMENT.** Contractor may not assign any right or delegate any obligation hereunder without the written consent of City. Any purported assignment or delegation without such consent will be void and unenforceable and constitute a material breach of this Agreement.
- d. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and insures to the benefit of the parties and their respective successors and permitted assigns.
- e. **GOVERNING LAW.** This Agreement is to be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed this 14 day of February, 2023 at Crescent City, California.

CITY OF CRESCENT CITY:

CONTRACTOR:


By: Eric Wier, City Manager


By:
Its:

Stamps and Howe Drive

- 1) Trunk to be cut into manageable sizes and transported to City lot on 5th street behind Rite-Aid
- 2) Branches to be chipped and disposed of
- 3) Stump to be cut flush to ground





Howe Drive

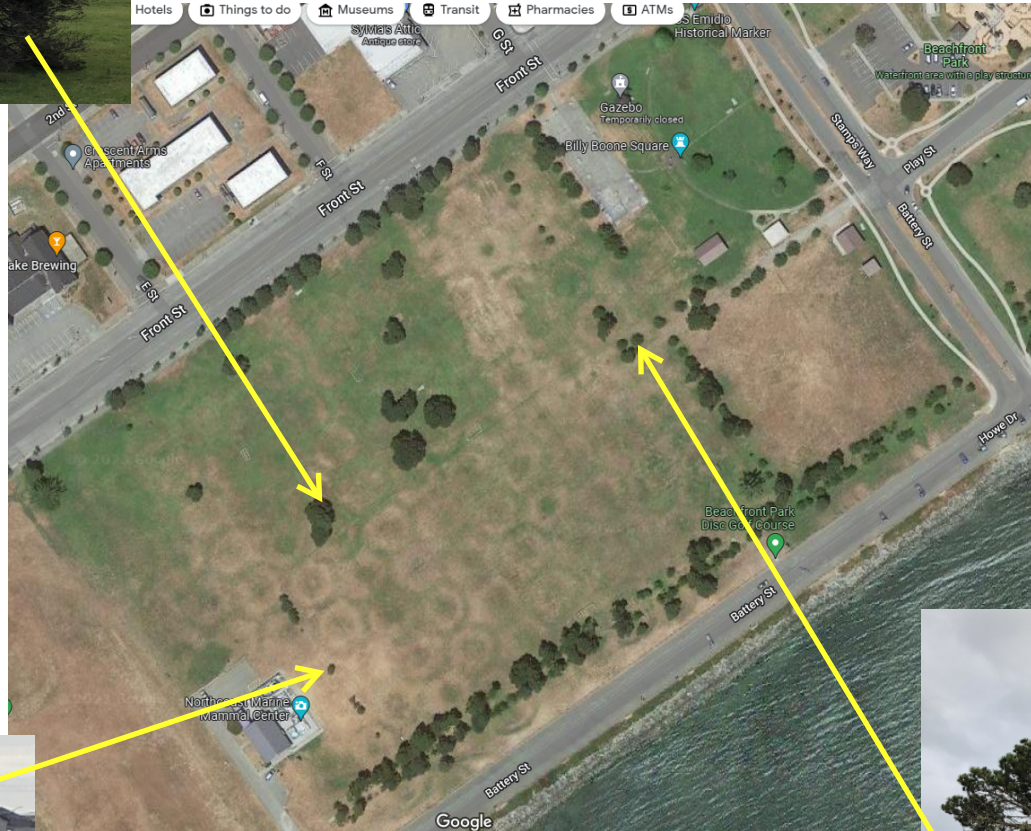
- 1) Trunks to be cut into manageable sizes and transported to City lot on 5th street behind Rite-Aid
- 2) Branches to be chipped and disposed of
- 3) Root ball to be disposed of
- 4) Hole to be filled with dirt, smooth transition and grass seeded
- 5) If tree can be saved only trim broken branch





Beachfront Park

- 1) Trunks to be cut into manageable sizes and transported to City lot on 5th street behind Rite-Aid
- 2) Branches to be chipped and disposed of
- 3) Cut all stumps flush to ground
- 4) If tree can be saved only trim broken branch



Kidtown

- 1) Branches to be chipped and disposed of
- 2) Trim trunk where branch broke.



Brother Jonathan

- 1) Branches to be chipped and disposed of
- 2) Trim trunk where branch broke.



Peterson Park

- 1) Branches to be chipped and disposed of
- 2) Trim trunk where branch broke.





120 Teela Ln
Smith River Ca 95567

Jeremy
(707) 951-5189
turnerchopping@gmail.com

ESTIMATE

Turner Chopping

For Crescent City Public Works

Estimate Num 11
Date Jan 28, 2023

Description	Quantity	Rate	Amount
Storm damage, tree, and stump removal project in the downtown front beach area	1	\$0.00	\$0.00
* Labor from chipping hauling of chunks and stump removal	1	\$7,500.00	\$7,500.00
* Estimated labor and materials for refilling stump holes and grass seed	1	\$1,025.00	\$1,025.00
* Total mobilization of chipper, excavator and trailer for hauling of stumps and logs	1	\$3,500.00	\$3,500.00

* Indicates non-taxable item

Thank you for your business.

Subtotal \$12,025.00

Tax (8%) \$0.00

Total \$12,025.00

Balance Due \$12,025.00



CITY COUNCIL AGENDA REPORT

TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: MARTHA D. RICE, CITY ATTORNEY

DATE: MARCH 6, 2023

SUBJECT: UTILITY CONNECTION FEE PAYMENT PLAN AGREEMENT

RECOMMENDATION

- Approve and authorize the City Manager and Finance Director to sign a Payment Plan Agreement & Lien for Utility Fees for 650 D Street with Gabriel Hall.

BACKGROUND

On November 7, 2011, the City Council adopted Resolution No. 2011-40, which set a policy allowing for a standard payment plan arrangement for water and sewer connection fees. The standard terms for such payment plans are:

- 10% down payment
- 60-month payment period (with discretion to extend to 120 months)
- Interest at LAIF plus 1%
- Balance due on sale / transfer of property

Under the adopted policy the following persons may apply for a payment plan for connection fees: new customers proposing to connect to the system for the first time and existing customers who are current on charges and propose to expand an existing use.

ITEM ANALYSIS

The previous owner of 650 D Street built a multifamily complex consisting of six units and connected to water and sewer services. Prior to connection, the previous owner set up a payment plan, paid the 10% down payment and made two monthly payments. However, the payment plan was never recorded against the property. Thus, when the property was recently sold, the lien was not paid off as part of the escrow process. Both the prior owner and the new owner are requesting that the City allow the new owner to enter into a payment agreement for the remaining balance due (\$33,640.08) on the terms of the

existing agreement with the prior owner. Because this situation is not specifically authorized under the current policy, City staff is presenting the transaction to the City Council for approval. City staff recommend approval to support and encourage further development of multi-unit residential housing.

FISCAL ANALYSIS

The total amount to be paid under the payment plan is \$33,640.08.

ATTACHMENTS

1. Payment Plan Agreement & Lien for Utility Fees [Gabriel Hall; 650 D Street]
2. Resolution No. 2011-40 (Payment Plan for Water and Sewer Capacity Charges)

**Recording requested by, and
When recorded, mail to:**

City of Crescent City
Finance Department
377 J Street
Crescent City, California 95531

Tax Statements: No Change
APN 118-190-022-000

*No recording fee per Gov. Code § 27383
No SB 2 fee per Gov. Code § 27388.1(a)(2)(D)*

PAYMENT PLAN AGREEMENT & LIEN FOR UTILITY FEES

This payment plan agreement & lien for utility fees ("Agreement") is hereby entered into by and between GABRIEL HALL, a single man ("Property Owner") and the City of Crescent City, a municipal corporation ("City"). This Agreement shall become effective upon its execution by the City Manager and Director of Finance for City.

RECITALS

- A. Property Owner owns the parcel of real property located at **650 D Street**, Crescent City, CA 95531, and identified as Del Norte County Assessor's Parcel Number **118-190-022-000** ("the property"), more particularly described in Exhibit A, which is attached to and made a part of this agreement.
- B. Property Owner desires to obtain City sewer and/or water service and to finance the required capacity charges as provided herein.
- C. Property Owner desires to make monthly payments on the total amount due to City for sewer capacity charges and/or water service capacity charges. The City is willing to accept a reduced financing rate and minimize administrative expenses. After taking into account a 10% down payment of **\$3,860.78**, it is agreed that the total principal due for those charges is **\$34,747.02**.
- D. City has previously agreed with the prior owner to accept payments of the principal and interest amount due in **59** equal monthly payments to City in the amount of **\$606.93** and one last payment of \$605.99. Over the term of the plan, the prior owner would pay City a total of **\$36,415.61**, including \$1668.59 in interest.
- E. Property Owner recently purchased the property and wishes to assume the financing arrangement for the utility connection fees.
- F. As of the date of the execution of this Agreement, the City has received 2 payments from the prior owner totaling \$1,213.86. These payments have been credited to the account, leaving a new principal balance of **\$33,640.08**.

AGREEMENT

1. City will allow connection of the property to City sewer and water service, subject to the terms and conditions of this Agreement, the Crescent City Municipal Code and all applicable laws and regulations. The total principal amount due to City by Property Owner for making such connection(s) is **\$33,640.08** plus simple interest at the rate of **1.861** percent per annum and applied daily on the basis of a 360-day year rounded to ensure equal payments and simplify billing, thus limiting administrative expense.
2. Property Owner has been credited with 2 payments already made and shall make an additional **57** monthly payments to City, each in the amount of **\$606.93**, and **one** last payment of **\$605.99**. Monthly payments shall be due each month hereafter on or before the 15th day until principal and interest are paid in full. Property Owner may prepay all or part of said sums. Payments that are 30 days delinquent or more are subject to a \$25.00 late fee. Owner may also be subject to service interruption if not paid timely and as agreed. If payment is delinquent for more than 90 days, City may, upon written notice, declare the entire balance due and owing. If within the first half of the term of this Agreement, Owner wishes to prepay the entire balance, City will consider a discount of all or part of the balance representing interest.
3. To secure payments required of Property Owner to City under this Agreement, a lien is hereby created, established, and imposed by Property Owner in favor of City upon the property described in **Exhibit A** attached hereto and incorporated herein by this reference. The lien hereby created, established and imposed is given, is in favor of, and shall be held by City in an amount of **\$33,640.08**, plus additional accrued and unpaid interest if delinquent, less credit for principal payments paid. City may record this Agreement in the Office of the Del Norte County Recorder.
4. As additional security for the payments required of Property Owner to City, the capacity for sewer and/or water service acquired by Property Owner pursuant to this Payment Plan Agreement, to the extent payment has not been made, reverts to the City in the event of default, including a default of the due-on-sale provisions hereof.
5. The outstanding principal balance under this instrument is due on sale of the property, as defined in this paragraph. Property Owner will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Property, either voluntarily or by operation of law, or agree to do so, without the prior written consent of the City. Consent to one transaction by City will not be deemed a waiver of the right to require consent to further or successive transactions. If Property Owner is a corporation, any sale, transfer, or disposition of fifty percent (50%) or more of the voting stock of Property Owner, including, without limitation, the parent company of Property Owner and the parent company of the parent company of Property Owner, will constitute a sale of the Property for purposes of this article. If Property Owner is a partnership, any change or addition of a general partner of Property Owner, change of partnership interests of Property Owner, or sale, transfer, or disposition of fifty percent (50%) or more of the voting stock or partnership interest of any partner of Property Owner or of any corporation or partnership that directly or indirectly owns or controls any partner of Property Owner, including, without limitation, each parent company of a partner of Property Owner and each parent company of any parent company of a partner of Property Owner, will constitute a sale of the

Property for purposes of this section. Any transaction in violation of this section will cause all indebtedness, irrespective of maturity dates, at the option of the City and without demand or notice, immediately to become due and owing to the City.

6. In the event legal action is brought to enforce or interpret this Payment Plan Agreement, the prevailing party shall be entitled to an award of cost and reasonable attorneys' fees, including but not limited to the full cost to the prevailing party of publicly-employed counsel. The prevailing party shall be entitled to a separate award of fees and costs incurred in post-judgment proceedings to enforce, interpret or collect on any judgment obtained.

7. Notice to Property Owner must be personally delivered or mailed to:

Gabriel Hall
1538 E. Main Street
El Cajon, CA 92021

8. Notice and Payments to City must be personally delivered or mailed to:

City of Crescent City
Finance Department
377 J Street
Crescent City, CA 95531

This Agreement has been executed as of the date last written below at Crescent City, California.

(Attach Notary Acknowledgment for each signature)

BY PROPERTY OWNER:

Dated: _____

GABRIEL HALL

BY CITY OF CRESCENT CITY:

Dated: _____

By: _____
ERIC WIER, City Manger

Dated: _____

By: _____
LINDA LEAVER, Finance Director

EXHIBIT A: LEGAL DESCRIPTION

The real property herein referred to is situated in the State of California, County of Del Norte, and is described as follows:

BEGINNING at the most easterly corner of Block 70 of the City of Crescent City, according to the official surveys and monuments thereof; and running

Thence northerly along D Street, 120 feet;

Thence at right angles westerly, 60 feet;

Thence at right angles southerly, 120 feet to 6th Street; and

Thence easterly along 6th Street, 60 feet to the point of beginning.

APN 118-190-022-000

RESOLUTION NO. 2011-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING A PAYMENT PLAN FOR THE FINANCING OF WATER AND SEWER CAPACITY CHARGES

WHEREAS, this City Council has established capacity charges for new and expanded connections to City's water and sewer systems for the purpose of charging for public facilities in existence at the time the charges imposed and for charges for new public facilities to be acquired or constructed in the future; and

WHEREAS, the promotion of economic development in Crescent City and Del Norte County is a long-standing goal and objective the City of Crescent City and the citizens and businesses thereof, and

WHEREAS, the City Council does not wish to impede economic development through any inability of private parties to meet the initial burden of substantial capacity charges, and

WHEREAS, the adoption of a payment plan, with adequate security for ultimate payment or the reversion to the City of the financed connections, meets the City's obligation for the protection of public funds, now, therefore,

BE IT RESOLVED that the City Council of the City of Crescent City adopts the attached CITY OF CRESCENT PAYMENT-PLAN PROGRAM FOR WATER AND WASTEWATER CHARGES.

The foregoing Resolution 2011-40 was moved by Councilmember SCHELLONG, was seconded by Councilmember WESTFALL and passed and adopted at a meeting of the City Council of the City of Crescent City held on the 7th day of November, 2011, by the following polled vote:

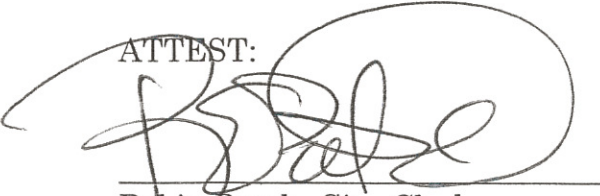
AYES: COUNCIL MEMBERS ENEA, MURRAY, SCHELLONG, WESTFALL, AND MAYOR SLERT


NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ATTEST:


Robin Patch, City Clerk


~~Charles Slert, Mayor~~
KATHRYN MURRAY, MAYOR PRO TEM

CITY OF CRESCENT PAYMENT-PLAN PROGRAM
FOR WATER AND WASTEWATER CHARGES

The following rules apply to payment plans for water and wastewater capacity charges, as well as plans to bring arrearages in user charges current.

I. **Definitions.** The following definitions apply to this program:

- A. **Capacity Charge** means the charges adopted by the City of Crescent City pursuant to Government Code Section 66013, as those charges may be amended from time to time.
- B. **City Manager and City Finance Director** mean the individuals appointed by the City of Crescent City to serve in those positions and include "acting" and "interim" holders of those positions.
- C. **Customer** means the landowner(s) of the real property to which water or sewer services will be provided.
- D. **Subject Property** means the real property to which the utility service will be provided and which will be used to secure the obligation of the payment plan until paid in full.
- E. **Utility service** means the City of Crescent City sewer service or water service or both.

II. **Eligibility.**

- A. **New Customers.** With the joint approval of the City Manager and the City Finance Director, proposed new customers of either the water system or the sewer system, or both, including residential single-family and residential multi-family, commercial, and industrial customers, may enter into a payment plan for the purpose of financing the capacity charges to connect to the City's water and/or sewer systems.
- B. **Existing Customers.** With respect to the property to which utility service is already provided, and with the joint approval of the City Manager and the City Finance Director, either of the following categories of existing customers may be considered for a payment plan:

1. Existing customers of City utility services who are current on all water and sewer charges and who are proposing to expand an existing use may be treated as a new customer with respect to the proposed expansion.

2. Existing customers of the City utility services who have an arrearage in service payments of at least twelve months of charges may enter into a payment plan to make up those arrearages. Before a payment plan can be approved, however, the customer must have paid the equivalent of the most recent three months of utility charges on a current basis.

C. **Application.** Any new or existing customer who wants to be considered for a payment plan must submit to the City Manager a letter of application, signed by an owner of record of the subject property, providing the following information:

1. The name, mailing address, and contact information of the customer;

2. The address, legal description, and Assessor's parcel number of the property where utility service is existing or to be provided, along with the names or names of all owners of record of that property;

3. A description of the new or expanded service required or the arrearage proposed to be financed by an existing customer;

4. A statement of reasons why a payment plan is needed in lieu of regular payment;

5. A general description of the source of funds for repayment;

6. An affirmative statement that all owners of record of the subject property are in agreement with and will execute the Payment Plan Agreement in the form attached hereto as Attachment A and that all owners of record understand that the Payment Plan Agreement will be recorded in the office of the Del Norte County Recorder and will become a lien on the subject property until paid in full.

7. The letter of application must be accompanied by applicant's payment of an application fee of \$300, representing the administrative and legal cost of processing the application. This fee is non-refundable.

III. Terms of Payment Plans.

A. Term. Payment plans will normally be five years in length. If the customer wishes to present to the City Manager, in confidence, a detailed financial statement showing that a longer term payment plan is needed for financial reasons, the City Manager in his or her discretion may approve a payment plan up to a maximum of ten years.

B. Down Payment. As a condition of City's acceptance of the Payment Plan Agreement, Customer must pay on approval of the plan a down payment of ten percent (10%) of the initial amount.

C. Interest. Interest per annum during the term of the payment plan will be fixed at the rate the City was able to obtain on its deposits in the Local Agency Investment Fund (LAIF) on the 10th business day prior to City's execution of the Payment Plan Agreement plus one percent (1%)

D. Periodic Payments. Payments must be made periodically as described in the Payment Plan Agreement. Payments may be monthly, quarterly or annually, as approved by the City Manager and the City Finance Director.

E. Additional Terms. The Payment Plan Agreement must provide that the agreement will be a lien on the subject property and that performance of the agreement will be further secured by the utility service connections financed thereby. The Agreement will provide that venue of any action to enforce the agreement or the security for it will be in the Superior Court of Del Norte County, California and that the prevailing party in any legal action will be entitled to costs and attorney fees as determined by the court.

IV. City Manager's Discretion.

The City Manager is authorized in his sole discretion to reject any proposal for entry into a payment plan if he or she determines there is a substantial likelihood that the plan will not be paid in full or that the proposal is not consistent with the plans, goals, and objectives of the City of Crescent City.

Recording requested by, and
when Recorded, mail to:

City of Crescent City
Finance Department
377 J Street
Crescent City, California 95531

"NO FEE PER GOV'T CODE 27383"

PAYMENT PLAN AGREEMENT FOR UTILITY FEES

This Agreement is between [OWNER NAME[s] AS LISTED ON GRANT DEED] ("Property Owner") and the City of Crescent City, a municipal corporation ("City"). This Agreement shall become effective upon its execution by the City Manager and Director of Finance for City.

RECITALS

- A. Property Owner owns the parcel of real property located at [ADDRESS], Crescent City, CA 95531, and identified as Del Norte County Assessor's Parcel Number [PARCEL NUMBER] ("the property"), more particularly described on Exhibit A, which is attached to and made a part of this agreement.
- B. Property Owner desires to obtain City sewer and/or water service and to finance the required capacity charges as provided herein.
- C. Property Owner desires to make monthly/quarterly/annual payments on the total amount due to City for sewer capacity charges and/or water service capacity charges. After taking into account any down payment, it is agreed that the total principal amount due for those charges is \$ _____.
- D. City is willing to accept the principal amount due in _____ equal monthly/quarterly/annual payments to City with interest at the rate of [CURRENT RATE], as provided below.

AGREEMENT

1. City will allow connection of the property to City sewer and water service, subject to the terms and conditions of this agreement, the Crescent City Municipal Code and all applicable ATTACHMENT A

laws and regulations. The total principal amount due to City by Property Owner for making such connection(s) is **[TOTAL PRINCIPAL AMOUNT]** plus simple interest at the rate of ____ percent per annum and applied daily on the basis of a 360-day year.

2. Property Owner shall make __#__ monthly/quarterly/annual payments to City, each in the amount of **[PAYMENT AMOUNT]**. The first monthly/quarterly/annual payment shall be paid prior to connection to City sewer or water. Subsequent monthly/quarterly/annual payments shall be due each month/quarter/year hereafter on or before the anniversary date of the first payment until principal and interest are paid in full. Property Owner may prepay all or part of said sums without penalty.

3. To secure payments required of Property Owner to City under this Agreement, a lien is hereby created, established, and imposed by Property Owner in favor of City upon the property described in Recital A above. The lien hereby created, established and imposed is given, is in favor of, and shall be held by City in an amount of **[TOTAL PRINCIPAL AMOUNT]**, plus accrued and unpaid interest, less credit for principal payments paid. City may record this Agreement in the Office of the Del Norte County Recorder.

4. As additional security for the payments required of Property Owner to City, the capacity for sewer and/or water service acquired by Property Owner pursuant to this Payment Plan Agreement, to the extent payment has not been made, reverts to the City in the event of default, including a default of the due-on-sale provisions hereof.

5. The outstanding principal balance under this instrument is due on sale of the property, as "sale" is defined below. Property Owner will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Property, either voluntarily or by operation of law, or agree to do so, without the prior written consent of the City. Consent to one transaction by City will not be deemed a waiver of the right to require consent to further or successive transactions. If Property Owner is a corporation, any sale, transfer, or disposition of fifty percent (50%) or more of the voting stock of Property Owner, including, without limitation, the parent company of Property Owner and the parent company of the parent company of Property Owner, will constitute a sale of the Property for purposes of this article. If Property Owner is a partnership, any change or addition of a general partner of Property Owner, change of partnership interests of Property Owner, or sale, transfer, or disposition of fifty percent (50%) or more of the voting stock or partnership interest of any partner of Property Owner or of any corporation or partnership that directly or indirectly owns or controls any partner of Property Owner, including, without limitation, each parent company of a partner of Property Owner and each parent company of any parent company of a partner of Property Owner, will constitute a sale of the Property for purposes of this section. Any transaction in violation of this section will cause all indebtedness, irrespective of maturity dates, at the option of the City and without demand or notice, immediately to become due in accordance with the terms of the Payment Plan Agreement for Utility Fees.

6. In the event legal action is brought to enforce or interpret this Payment

ATTACHMENT A

Plan Agreement, the prevailing party shall be entitled to an award of cost and reasonable attorneys' fees, including but not limited to the full cost to the prevailing party of publicly-employed counsel. The prevailing party shall be entitled to a separate award of fees and costs incurred in post-judgment proceedings to enforce, interpret or collect on any judgment obtained.

7. Notice to Property Owner must be personally delivered or mailed to:

8. Notice and Payments to City must be personally delivered or mailed to:
City of Crescent City
Revenue and Collections
377 J Street
Crescent City, California, 95531

PROPERTY OWNER(S):
(Attach Notary Acknowledgment for each signature)

Dated: _____

PROPERTY OWNER

[OWNER AS LISTED ON GRANT DEED]

Dated: _____

PROPERTY OWNER

[OWNER AS LISTED ON GRANT DEED]

ATTACHMENT A

CITY OF CRESCENT CITY

Dated: _____ By: _____
_____, City Manger

Dated: _____ By: _____
_____, Finance Director

ATTACHMENT A

CITY COUNCIL AGENDA REPORT



TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: LINDA LEAVER, DIRECTOR OF FINANCE

DATE: MARCH 6, 2023

SUBJECT: FISCAL YEAR 2022-23 MID-YEAR BUDGET UPDATE

RECOMMENDATION

- Hear staff report
- Technical questions from Council
- Receive public comment
- Further Council discussion
- Approve and adopt Resolution No. 2023-15, A Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2022-23 Budget of the City of Crescent City

BACKGROUND

The City Council adopted the Fiscal Year 2022-23 budget on June 20, 2022 and has the authority to amend the adopted budget by resolution when necessary. Staff monitors the City's budget throughout the year and provides monthly reports to the Council comparing budgeted amounts to actual results. After the mid-point of the fiscal year (December 31), staff reviews actual revenues and expenditures during the first half of the fiscal year and makes recommendations for the remainder of the year. This analysis includes budget amendments that have been approved by the Council up to this point as well as new information gathered from staff, outside consultants, and other sources.

Staff presented the FY 2021-22 final results to the Council in February and informed the Council the mid-year update for the current year would be presented in March. The City Manager, Finance Director, and City staff have reviewed the year-to-date revenues and expenses of each fund and are suggesting several revisions to the budget for this mid-year update.

ITEM ANALYSIS

Significant changes are described below, and a complete listing is attached to this report.

General Fund

- Tax revenues

- Sales tax – the City contracts with HdL for sales tax consulting. HdL is forecasting an increase in the current year. Staff recommends increasing the budget by \$200,000.
- Transactions and Use Tax (commonly referred to as an add-on local sales tax – “Measure S”) – HdL is forecasting an increase in Measure S revenues, and staff recommends increasing the budget \$300,000.
- Transient Occupancy Tax – at this time, the first two quarters of TOT have been collected. Actual results for the first two quarters came in higher than budgeted, but not as high as the previous year. Staff is recommending an increase of \$118,000.
- Fire Department
 - The Fire Department occasionally sends volunteers to work on large fires outside our area, through a process called mutual aid. The volunteers are paid by Cal Fire for that work, and the City collects the funds from Cal Fire and pays the firefighters. Staff recommends increasing the budget \$9,709 with a matching revenue.
 - In addition, fire service fee revenues are recommended to increase \$11,127 for reimbursement of services provided to the Fire District.
 - Fire Department expenses are requested to increase a total of \$32,501. This includes the reimbursed expenses, plus additional costs for fuel, training, internal service charges, and other small changes.
- Police Department
 - Police revenues will decrease a total of \$13,186. Of this, \$20,236 decrease is due to a grant that was included in the original budget in error and was not received. There is also an increase of \$7,050 to be transferred from the insurance fund (RMAP) to cover the cost of fire alarm upgrades.
 - Expenses are recommended to increase a total of \$22,421. This includes the fire alarm purchase, internal service charges, increased cost for dispatch, and other small changes.
- Code Enforcement
 - Revenues are requested to increase \$10,000 for abatement reimbursement, with a matching expense. This is for legal expenses related to code enforcement cases which are anticipated to be recovered.
- Building Inspection
 - Revenues are projected to increase \$5,000 for building permits.
- Planning Department
 - An increase of \$59,000 is requested for the City’s contract planning services, to cover ongoing planning costs related to permits and general planning questions.
- Street Department
 - Revenues are projected to decrease \$41,203 due to a decrease in projected gas tax revenue from the State.
 - Expenses are requested to increase \$7,500 for additional street lights and \$17,000 for tree removal related to the winter storms, plus internal service charges.

The following table is a summary of the proposed revenue and expenditure changes in the General Fund.

	Revenue	Expenditure
Sales tax	200,000	
Measure S	300,000	
TOT	118,000	
Interfund service revenue	2,392	
Econ Dev (ARPA)	419	
Fire (mutual aid)	9,709	
Fire (service fees)	11,127	
Police (grant)	(20,236)	
Code enf (abatement reimb)	10,000	
Bldg permits	5,000	
Sign permits	300	
Streets (transfer in gas tax)	(41,203)	
Parks (bench donation)	1,000	
Transfers in - RMAP	9,000	
ISF charges		39,001
Parts and supplies		29,320
Travel and training		13,434
Legal fees (code enf)		10,000
Planning services		59,000
Other contracts		9,287
Tree removal		17,000
Total	605,508	177,042

General Fund Reserve

- The Council adopted a General Fund reserve policy in 2013 which requires a fund balance reserve equal to 25% of budgeted expenditures. The purpose of the reserve is to have enough cash on hand to fund operations for a minimum of three months, in the event of an emergency or a sudden decrease in revenues. The reserve policy was updated in 2022 (Resolution 2022-47) to take into consideration the increase in grant-funded and capital expenditures, which should not be part of the reserve, as well as a 5% budget-to-actual savings assumption.
- The total budgeted expenditures with the recommended changes listed above would be \$11,112,262. Of this total, \$1,960,369 is for grant-funded and one-time capital projects, which are not included in the calculation of the reserve. The operating budget for calculating the reserve is \$9,151,893 for a 25% reserve requirement of \$2,287,973.

Total budgeted expenditures	11,112,262
Less grant and capital expenses	(1,960,369)
Expenditures for calculating reserve	9,151,893
Required reserve (25%)	2,287,973

- Based on the recommended mid-year budget, the budgeted ending General Fund balance would be \$2,783,305 (if all revenues and expenditures come in exactly as budgeted this fiscal year). Per the General Fund Reserve Policy, we assume a conservative 5% budget-to-actual savings on operational expenses, which means a projected ending fund balance of \$3,146,520. (Actual expenses have been more than 5% under budget most years, but using a conservative assumption is best practice.)
- Some of the General Fund balance is Measure S funds, which are set aside for Measure S approved activities. The Measure S balance as of June 30, 2022 was \$405,485. The projected Measure S balance at the end of the current fiscal year is \$570,915. This amount will be set aside for future Measure S activities in next year's budget.
- Of the projected fund balance for the end of the current fiscal year, less the required reserve and the Measure S set aside funds, the remaining unallocated amount is \$287,632. The actual reserve amount will depend on actual results of this year's revenues and expenditures.

Total General Fund (including Measure S)	
Budgeted ending fund balance after midyear updates	2,783,305
Plus 5% estimated budget to actual (operating only, not incl Measure S)	363,215

Estimated ending fund balance	3,146,520
25% required reserve	2,287,973
Measure S budgeted balance	570,915
Unallocated reserve	287,632

Housing Authority Fund

- Housing Authority Fund revenues are proposed to increase \$670 (transfer in from the insurance fund for purchase of fire alarm), and there is an increase of \$3,383 in expenditures for a new door, fire alarm, and some internal service charges.
- The budgeted fund balance at June 30, 2023, if the above recommendations are approved and all revenues and expenditures come in as budgeted, would be \$411,250.

RV Park Fund

- Revenues in the RV Park Fund are not proposed to change at this time, and there is a slight increase in expenditures of \$4,098 for radio ads, training, work order software, and internal service charges.
- Working capital budgeted for June 30, 2023, if these recommendations are approved and revenues and expenses come in exactly as budgeted, would be \$344,669. This represents funds that could be invested back into the park in future projects.

Sewer Fund

- Revenues are recommended to increase slightly (\$21,862) due to a small increase in ARPA funded expenses and CSA expenses reimbursed by the County.
- Expenses are recommended to increase \$71,899.
 - Operations department expenses are requested to increase \$28,247, mostly due to increased cost for digester cleaning.
 - CSA expenses are to increase \$21,381 (most of which are reimbursed by the County) for vac truck and generator maintenance, some parts, and internal service charges.
 - Collections department expenses are recommended to increase \$15,220 for vac truck, parts, and internal services.
 - WWTP Maintenance department is requested to increase \$6,289 for the belt press work and internal services.
 - Other departments have slight variances for a net of \$762.
- Working capital budgeted for June 30, 2023, if these recommendations are approved and revenues and expenses come in as budgeted, would be \$2,365,725.

Water Fund

- Revenues are recommended to increase slightly (\$5,150) for equipment revenue for new connections and a small amount of ARPA-eligible expenses.
- Expenses are recommended to increase \$71,046
 - The need for parts has been much higher than normal this year due to major leaks being repaired and needing to rebuild our parts inventory. Staff recommends a budget increase of \$45,000.
 - The other recommendations are largely related to internal service charges.
- Working capital budgeted for June 30, 2023, if these recommendations are approved and revenues and expenses come in as budgeted, would be \$1,643,399.

Internal Services Funds

- Internal Services Funds (ISF) provide services to other City funds, which reimburse the ISF for their share of the total costs.
- Information Technology – expenses are recommended to increase \$8,650 for power supply backups for City Hall, additional screens for the large conference room for public meetings, and device management.
- Building Maintenance – expenses are recommended to increase \$9,100 for safety items, fire alarm, and monitors.
- Equipment Fund – expenses are requested to increase \$13,500, most of which is to increase the vehicle budget to replace an aging forklift.
- Insurance Fund – requested increase of \$19,313 for an increase in property insurance cost this year plus transfer of RMAP funds to other departments for safety purchases (fire alarms in multiple buildings).

Other Funds

- Gas Tax Fund is projected to decrease \$45,788, per the updated State budget.
- RMRA (SB1 gas tax) is projected to decrease revenue by \$27,513 and expense by \$4,677.
- ARPA Fund is recommended to increase transfers by \$719, representing eligible expenses in other funds that are reimbursed by this funding source.

FISCAL ANALYSIS

Staff is recommending the following budget amendments:

	Revenue Increase (Decrease)	Expenditure / Expense Increase (Decrease)
General Fund	605,508	177,042
Housing Authority	670	3,383
Gas Tax	(45,788)	(45,788)
RMRA	(27,513)	(4,677)
ARPA	-	719
RV Park	-	4,098
Sewer	21,862	71,899
Water	5,150	71,046
IT	9,897	8,650
Building Maint	9,860	9,100
Equipment	14,538	13,500
Insurance	8,513	19,313
Total	602,697	328,285

STRATEGIC PLAN ASSESSMENT

This action supports the Strategic Plan Goal 3(B) to maintain responsible fiscal management and accountability.

ATTACHMENTS

1. Resolution No. 2023-15
2. Fund summaries

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2022-23 BUDGET OF THE CITY OF CRESCENT CITY

WHEREAS, the budget for the fiscal year beginning July 1, 2022, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 20th day of June 2022; and

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

WHEREAS, City staff has completed the mid-year review of revenues and expenses in the City's various funds and has made several recommendations for updates.

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

That the Fiscal Year 2022-23 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure / Expense Increase (Decrease)
General Fund	605,508	177,042
Housing Authority	670	3,383
Gas Tax	(45,788)	(45,788)
RMRA	(27,513)	(4,677)
ARPA	-	719
RV Park	-	4,098
Sewer	21,862	71,899
Water	5,150	71,046
IT	9,897	8,650
Building Maint	9,860	9,100

Equipment	14,538	13,500
Insurance	8,513	19,313
Total	602,697	328,285

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 6th day of March 2023, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Isaiah Wright, Mayor

ATTEST:

Robin Altman, City Clerk

General Fund			
Department	Type	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Non-Dept	Sales And Use Tax	200,000	
Non-Dept	Transactions Tax - Measure S	300,000	
Non-Dept	Transient Occupancy Tax (TOT)	118,000	
Council	Interfund services provided	1,640	
Council	Internal service charges		228
City Manager	Internal service charges		573
Econ Dev & Grants	Transfers in - ARPA	419	
Econ Dev & Grants	Parts and suplies		3,070
Econ Dev & Grants	Advertising and notices		500
Econ Dev & Grants	Internal service charges		212
City Clerk	Interfund services provided	560	
City Clerk	Election costs		200
City Clerk	Internal service charges		242
HR	Interfund services provided	192	
HR	Transfers in - RMAP	600	
HR	Travel and training		600
HR	Internal service charges		237
City Attorney	Internal service charges		128
Fire	Fire service	11,127	
Fire	Reimbursements	9,709	
Fire	Parts and suplies		5,450
Fire	Contract services		2,975
Fire	Travel and training		11,709
Fire	Dues and subscriptions		2,100
Fire	Internal service charges		10,267
Police	Grant revenue	(20,236)	
Police	Transfers in - RMAP	7,050	
Police	Parts and suplies		8,550
Police	Contract services		4,062
Police	Internal service charges		9,809
Code Enf	Reimbursements	10,000	
Code Enf	Legal fees		10,000
Code Enf	Internal service charges		80
Bldg Insp	Permits	5,000	
Bldg Insp	Internal service charges		85
Planning	Permits	300	
Planning	Contract services		59,000
Planning	Internal service charges		133
PW Admin	Contract services		1,150
PW Admin	Internal service charges		180
Streets	Transfers in - Gas tax	(41,203)	
Streets	Parts and suplies		7,500
Streets	Contract services		17,000

Streets	Internal service charges		8,833
Parks	Donations	1,000	
Parks	Parts and supplies		1,000
Parks	Travel and training		325
Parks	Internal service charges		6,838
Cult Ctr	Parts and supplies		300
Cult Ctr	Travel and training		250
Cult Ctr	Internal service charges		101
Pool	Transfers in - RMAP	1,350	
Pool	Parts and supplies		1,350
Pool	Contract services		400
Pool	Travel and training		550
Pool	Internal service charges		1,055
	Total	605,508	177,042

Housing Authority Fund			
Department	Type	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Housing	Transfers in - RMAP	670	
Housing	Parts and supplies		2,670
Housing	Internal service charges		713
	Total	670	3,383

RV Park Fund			
Department	Type	Revenue Increase (Decrease)	Expense Increase (Decrease)
RV Park	Advertising and notices		500
RV Park	Contract services		400
RV Park	Travel and training		750
RV Park	Internal service charges		2,448
	Total	-	4,098

Sewer Fund			
Department	Type	Revenue Increase (Decrease)	Expense Increase (Decrease)
Admin	Internal service charges		950
Econ Dev & Grants	Transfers in - ARPA	150	
Econ Dev & Grants	Internal service charges		470
City Attorney	Internal service charges		489
Lab	Utilities		(300)
Lab	Parts and supplies		150
Lab	Contract services		(2,250)
Lab	Travel and training		1,000
Lab	Dues and subscriptions		(450)
Lab	Operating permits		(2,500)
Lab	Internal service charges		3,203
WWTP Operations	Parts and supplies		1,000
WWTP Operations	Contract services		24,700
WWTP Operations	Internal service charges		2,547
Collection System	Parts and supplies		1,472
Collection System	Contract services		3,400
Collection System	Internal service charges		10,348
CSA	Charges for service	21,712	
CSA	Parts and supplies		1,128
CSA	Contract services		19,045
CSA	Internal service charges		1,208
WWTP Maintenance	Contract services		5,000
WWTP Maintenance	Internal service charges		1,289
	Total	21,862	71,899

Water Fund			
Department	Type	Revenue Increase (Decrease)	Expense Increase (Decrease)
Non-Dept	Equipment revenue	5,000	
Admin	Internal service charges		939
Econ Dev & Grants	Transfers in - ARPA	150	
Econ Dev & Grants	Internal service charges		427
City Attorney	Internal service charges		440
Operations	Parts and supplies		45,000
Operations	Contract services		400
Operations	Internal service charges		23,375
CSD	Internal service charges		465
	Total	5,150	71,046

Other Funds			
Fund	Type	Revenue Increase (Decrease)	Expenditure / Expense Increase (Decrease)
Gas Tax	Gas tax	(45,788)	
Gas Tax	Pass through to County		(4,585)
Gas Tax	Transfers out		(41,203)
RMRA	SB1	(27,513)	
RMRA	Pass through to County		(4,677)
ARPA	Transfers out		719
IT	Interfund services provided	9,897	
IT	Parts and supplies		5,250
IT	Contract services		3,400
Building Maint	Interfund services provided	8,060	
Building Maint	Transfers in - RMAP	1,800	
Building Maint	Parts and supplies		9,100
Equipment	Interfund services provided	53,538	
Equipment	Transfers in	(39,000)	
Equipment	Parts and supplies		2,000
Equipment	Contract services		500
Equipment	Vehicle and equipment purchases		11,000
Insurance	Interfund services provided	8,513	
Insurance	Insurance		8,513
Insurance	Transfers out		10,800



CITY COUNCIL AGENDA REPORT

TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: BRIDGET LACEY, GRANTS AND ECONOMIC DEVELOPMENT COORDINATOR

DATE: MARCH 6, 2023

SUBJECT: ACCEPTANCE OF GRANT AWARD FROM THE STATE DEPARTMENT OF PARKS AND RECREATION FOR THE PROP 68 RURAL RECREATION AND TOURISM GRANT PROGRAM

RECOMMENDATION

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Authorize the City Manager to sign the Grant Agreement for Prop 68 Rural Recreation and Tourism Grant Funds in the amount of \$3 million dollars.

BACKGROUND

In March 2019, California Department of Parks and Recreation announced that \$23,125,000 in funds were available through the Rural Recreation and Tourism Program (RRTP) for local park rehabilitation, creation, and improvement. The RRTP is funded through the Parks and Water Bond Act of 2018 (Proposition 68), which is found in Public Resources Code § 80090. Grant recipients are encouraged to utilize awards to create new recreational opportunities within rural communities.

The RRTP competitive grants will create new recreational features in support of economic, tourism, and health-related goals. Competitive projects will improve the health of residents and attract out-of-town visitors. Eligible Applicants were allowed to apply for up to \$3,000,000 in grant funds per application.

On January 18, 2022, the City Council adopted Resolution No. 2022-04 approving an application for Prop 68 RRTP grant funding in the amount of \$3,000,000 to add the Amphitheater and Waterfront Plaza park features from the Beachfront Park Master Plan to the Beachfront Park Project currently underway.

On August 18, 2022, the City was awarded \$3 million dollars in Proposition 68 RRTP grant funding to complete the additional park features. This funding combined with the award of \$5 million in Prop 68 Statewide Park Program funding, \$177,952 in Prop 68 Per Capita funding, \$200,000 in Coastal Conservancy funding, and \$65,000 in California Endowment funding brings the project total to \$8,442,952 and will cover the 1-Mile Loop, Bike Park Pump Track, ADA Playground, Tolowa Cultural Interpretive Area, Tolowa Interpretive Walk, Amphitheater, and Waterfront Plaza.

ITEM ANALYSIS

At this time, City staff are asking for Council to authorize the City Manager to sign and execute the attached Grant Agreement with the State Department of Parks and Recreation for the award of \$3,000,000 in RRTP grant funding.

GRANT TIMELINE

Grant Performance Period: July 1, 2022 – June 30, 2028

- **Project Start Date** **July 1, 2022**
- **Project Closeout**
 - Complete Project **December 31, 2027**
 - Project Completion Packet to OGALS **March 31, 2028**
- **Accounting and Audit:** Grantee required to retain project records for five years following issuance of the final payment or project termination, whichever is later.

Project Site Maintenance: Grantee must ensure operation and maintenance of the project site for 30 years. The 30-year period begins on July 1, 2022 and ends on June 30, 2052.

FISCAL ANALYSIS

There will be no matching funds required for this grant. These funds will support implementation of the Beachfront Park Master Plan and increase the recreational opportunities for residents and visitors to our community. There is, however, a significant fiscal impact to be aware of. These grants are on a reimbursable basis, so the City will need to pay the project costs and then request reimbursement from the funding agency. The City is involved in several other large projects with grants awarded and new grant applications have been submitted.

Although we cannot know at this time whether the City will be successful in obtaining any or all of the other potential grants, it is certainly possible. In the event that all of the grants are successful, the City will need to take steps to ensure there is adequate cash flow to meet all the necessary expenses. This could include utilizing interfund borrowing and/or

outside borrowing (such as a bridge loan), depending on the specific projects and timing of grant reimbursements. In the worst-case scenario, if the City was not able to cash flow all projects, one or more grant opportunities could be rejected. Once more is known, City staff can work with our municipal financial advisor, Urban Futures, to evaluate all options.

STRATEGIC PLAN ASSESSMENT

This action is consistent with the following 2016 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.
 - Encouraging and supporting community participation in the implementation of the Beachfront Park Master Plan through avenues such as Beachfront Park Fund.
 - Target economic development improvements that provide additional benefit by enhancing the quality of life for residents.
 - Examine methods to maintain, enhance, and expand park and recreation facilities
- Goal 2: Promote a thriving local economy.
 - Evaluate and optimize additional revenue sources.
 - Support community services that provide measurable services to the community.
 - Research and implement methods to increase local tourism and funding for tourism promotion.
 - Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs.

ATTACHMENTS

1. Grant Contract and Provisions

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act
Rural Recreation and Tourism

GRANTEE City of Crescent City

GRANT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2028

CONTRACT PERFORMANCE PERIOD is from July 01, 2022 through June 30, 2052

PROJECT TITLE BEACHFRONT PARK PROJECT NUMBER RE-08-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$3,000,000.00

City of Crescent City
Grantee

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____
Typed or printed name of Authorized Representative

By _____
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Signature of Authorized Representative

Address _____

Title City Manager

Title _____

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9803115	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011697			PROJECT NO. RE-08-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,000,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2022/23
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$3,000,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69810	PROJECT / WORK PHASE 3790000RE08001

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Crescent City (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$3,000,000, subject to the terms and conditions of this AGREEMENT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “COMPETITIVE GRANT PROGRAM GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2022 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this GRANT.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Recreational Infrastructure

Revenue Enhancement Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

8. The term “PROJECT” means the SCOPE as described in the APPLICATION PACKET to be completed with GRANT.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the SCOPE described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT PROJECTS, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT PROJECTS, the advanced GRANT MONIES shall be placed in an interest bearing account until expended.

Interest earned on the advanced GRANT MONIES shall be used on the PROJECT as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final PROJECT expenditures within 60 days of PROJECT COMPLETION or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any GRANT MONIES that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the PROJECT. The commencement of the PROJECT means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After PROJECT commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced GRANT amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the PROJECT which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following PROJECT termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the PROJECT property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the CONTRACT PERFORMANCE PERIOD, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this CONTRACT only for the purposes of this GRANT and no other use, sale, or other disposition or change of the use of the PROJECT property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the PROJECT property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The PROJECT property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the GRANT was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, age, religion, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the use of any property or facility developed pursuant to this CONTRACT.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this PROJECT GRANT CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the GRANT PROJECT.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the PROJECT property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Crescent City
GRANTEE

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____



CITY COUNCIL AGENDA REPORT

TO: MAYOR WRIGHT AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ASHLEY TAYLOR, DIRECTOR OF ECONOMIC DEVELOPMENT AND RECREATION

DATE: MARCH 6, 2023

SUBJECT: LIGHTHOUSE COVE RV PARK POLICY CHANGES

RECOMMENDATION

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Authorize staff to limit stays to one month, defined as 28 consecutive days
- Authorize a policy change to require guests to pay for their stays at the time of reservation effective April 3, 2023
- Authorize a policy change to allow refunds for stays cancelled within specified timeframe as set forth in the staff report prior to the reservation effective April 3, 2023

BACKGROUND

In 1963 the City of Crescent City received a State Land Grant and became the owner of certain tidelands and submerged lands including the land where Lighthouse Cove RV Park now sits. The RV Park was originally constructed in 1971 and the City leased the land to a third party for many years. In the mid 2000's, the City took over the management of what was then the Shoreline RV Park and began to directly oversee its operations.

After receiving an Economic Development Agency grant, the City embarked on a major remodel for the park in 2015 that included a reduction of the total sites from 192 to 94 and focused on the customer experience including the layout of sites, upgrades to utilities, and improved amenities.

In 2019, the City began looking at improving the quality of customer service, organizational structure, rules and policies for customers, as well as overall policies and

procedures for the park. In July of 2019, an ad hoc committee was formed and met several times to address ongoing concerns around policies and procedures at the park and the overall guest experience.

ITEM ANALYSIS

Length of Stays

In order to improve the policies, procedures and overall feel at Lighthouse Cove RV Park, the ad hoc committee discussed the value of adopting the common practice of other established RV parks, which includes adjusting lengths of stays and improving the application process for longer stays.

In October of 2020, staff presented to the City Council recommendations to limit length of stays to 30 consecutive days based on discussion with the ad hoc committee. The City Council approved adopting this common practice of other established RV parks and approved lengths of stays to a maximum of 30 consecutive days and the implementation of an application process for these longer stays.

State legislation states that after a stay of 31 days or more, the space/RV Park can be considered the guest's residence and dictates that both tenants (31+ days) and residents (9 months+) can only be evicted through a court process. Occupants (30 days or less) may be evicted by the City and towed upon failure to vacate after notice. Reasons for evicting an occupant include failure to follow park rules, pay fees or follow space rental agreements.

In most cases the 30-day stay has functioned as intended, however, there have been instances where the policy has been problematic. For instance, if a guest's 30 day stay ends on a Saturday and they are still in their space come Monday, they have now been in the park for 32 days and were not served with a 48-hour quit notice to vacate the park. This puts the park in a vulnerable position, as the guest could be considered to have established tenancy under current state legislation.

Decreasing the maximum length of stay to 28 days (4 weeks) allows adequate time for staff to become aware of a guest overstaying their reservation and serving the proper notice in the timeframe necessary to ensure tenancy is not established. Thus, the term of one "month" will be defined as 28 days per park policy, rather than 30 days. The fee schedule itself only states per "monthly" and does not define the number of days in one month. This will not change the current monthly rate of \$500 base rate and \$550 for premium spaces.

Payment & Refund Policies

Reservations are currently paid for when the guest arrives for their stay, and this has been due to the lack of an online reservation system and the City's policy to not accept card payment over the phone (due to credit card information security regulations). Not having payment upfront has been problematic, as this does not offer any recourse if the reservation is cancelled last minute without another reservation to take its place.

Staff will be implementing the RV Park's new reservation management system, Campspot, in April, and this system will allow for payments to be taken at the time of reservation rather than require the guest to pay when they arrive. This will require a change in the policy and how payments are taken in the future.

The current policy also states that refunds are not permitted and there are limited exceptions that must be approved by the Recreation Director. With payments taken upfront, there will need to be a refund structure in place to address when a guest cancels their reservation.

FISCAL ANALYSIS

Staff is not proposing any changes to the fee schedule to adjust for any of the policy changes.

For refunds, staff propose that the guest be charged for a single night's stay at the standard rate for the reserved space (\$45-\$50) at the time of reservation, with the balance charged at the time of check-in. If the guest cancels their stay more than 7 days in advance, they will be refunded the full amount paid, less a \$15 processing fee. If the cancellation is less than 7 days prior to their stay, the amount paid in advance (one night) will be retained to offset administrative costs associated with processing their cancellation and the potential loss of revenue if the space cannot be filled.

Having a structure in place for cancellations will help the City mitigate the loss or potential loss of revenue in these circumstances and will also hold guests accountable for reservations made in the park.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan Goals:

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY

- F. Plan and prepare for the growth and future needs of the Crescent City community by:
 - a. Streamlining services that support new, existing, and prospective businesses.

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

None.