



CITY OF CRESCENT CITY

Mayor Blake Inscore

Council Member Jason Greenough

Council Member Isaiah Wright

Mayor Pro Tem Ray Altman

Council Member Kelly Schellong

AGENDA

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

MONDAY

MAY 6, 2024

6:00 P.M.

CLOSED SESSION BEGINS AT 5:00 P.M.

OPEN SESSION BEGINS AT 6:00 P.M.

This meeting will be held in person at the location listed above. The City will broadcast the meeting on YouTube, however, if there is a technological issue with YouTube, the meeting will continue in person as scheduled. The public may access and participate in the public meeting by (1) attending the meeting in person and making public comment when called for by the Mayor or (2) by submitting a written comment via publiccomment@cityofcrescentcity.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.cityofcrescentcity.org

CLOSED SESSION

Call to order

Roll call

CLOSED SESSION PUBLIC COMMENT PERIOD

CLOSED SESSION

- **Conference with Legal Counsel - Existing Litigation (GC 54956.9(d)(1)):** *Alice Brown v. City of Crescent City, et al* (US District Court Case No. 18-CV-07826); *Rebecca Bohannon v. City of Crescent City* (DN Superior Court Case No. CVCV-23-1284); *City of Crescent City v. Lounge Chair Investments, et al* (DN Superior Court Case No. CVUJ-22-1131); *City of Crescent City v. Vonnie Von Bargaen, et al* (DN Superior Court Case No. CVCV-24-1011)
- **Conference with Legal Counsel - Potential Litigation (GC 54956.9(d)(4)):** Three Cases

- **Public Employee Performance Evaluation (GC 54957):** City Attorney and City Manager

OPEN SESSION

Call to order
Roll call
Pledge of Allegiance

REPORT OUT OF CLOSED SESSION

CEREMONIAL ITEMS - None

REPORTS AND PRESENTATIONS

- **Visitor Bureau Presentation – Lynnette Brillard, LuLish and Cindy Vosburg, Chamber of Commerce Executive Director**
- **Event presentation – Forest Moon**

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.

CONSENT CALENDAR

1. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period April 6, 2024 through April 19, 2024.*

2. Council Meeting Minutes

- *Recommendation: Approve and adopt the April 8, 2024 and April 15, 2024 meeting minutes of the City Council.*

3. Payroll Report

- *Recommendation: Receive and file the biweekly payroll reports for the period ending April 20, 2024, paid April 26, 2024.*

4. Declaring the Continuance of an Emergency Due to Continuous Slide Activity Along Pebble Beach Drive

- *Recommendation: Declare by a 4/5 vote that there is a need to continue the emergency action for the continuous slide activity along Pebble Beach Drive between 7th and 8th Streets per Public Contract code § 22050*

5. Hambro Contract for Wastewater Treatment Plant Sludge Hauling and Disposal

- *Recommendation: Approve and authorize the City Manager to sign an Agreement between the City of Crescent City and Hambro WSG Wastewater Sludge and Disposal Services*

6. Crescent City Cultural Gateway and Beautification Project – Clean California Local Grant – Bank Account, Fund and Budget

- *Recommendation: Approve and adopt Resolution No. 2024-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO ESTABLISH A BANK ACCOUNT FOR THE CLEAN CALIFORNIA GRANT*
- *Approve and adopt Resolution No. 2024-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING A NEW FUND FOR THE CLEAN CALIFORNIA GRANT*
- *Approve and adopt Resolution No. 2024-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY*

7. Competitive Permanent Local Housing Allocation (CPHLA) Fund and Budget

- *Recommendation: Approve and adopt Resolution No. 2024-28, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING A NEW FUND FOR COMPETITIVE PERMANENT LOCAL HOUSING ALLOCATION FUNDING*
- *Approve and adopt Resolution No. 2024-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY*

8. Declaration of Police Department Building as not an “Essential Services Building” Under the “Essential Services Buildings Seismic Safety Act”

- *Recommendation: Approve and adopt Resolution No. 2024-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY DECLARING THE POLICE DEPARTMENT BUILDING TO NOT BE AN ESSENTIAL SERVICES BUILDING FOR PURPOSES OF THE ESSENTIAL SERVICES BUILDINGS SEISMIC SAFETY ACT [Gov. Code § 1600 et seq.]*

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

- *Recommendation: Approve and adopt Resolution No. 2024-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 TO BE FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT 2017*

10. Americans with Disabilities Act (ADA) Grievance Procedure Update

- *Recommendation: Approve and adopt Resolution No. 2024-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING AND ADOPTING A GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT*

11. Pebble Beach Drive Slide Budget Amendment to Receive Del Norte Local Transportation Commission (DNLTC) Funds

- *Recommendation: Approve and adopt Resolution No. 2024-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY*

12. Budget Increase for SHN Planning Services Support

- *Recommendation: Approve and authorize the City Manager to sign SHN Task Order #2 Amendment 3 for planning services for FY 23-24*
- *Approve and adopt Resolution No. 2024-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY*

PUBLIC HEARING - None

CONTINUING BUSINESS - None

NEW BUSINESS

13. Measure S Oversight Committee Annual Report for Fiscal Year 2022-2023

- *Recommendation: Hear staff report*
- *Receive report from Measure S Oversight Committee Chair Perry*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Receive and file the Crescent City Measure S Oversight Committee Fiscal Year 2022-2023 Annual Report*

14. Fee Waiver for Del Norte County Junior Giants Program

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Waive permit and lighting fees associated with the use of Peterson Park by the County of Del Norte for their Summer Junior Giants Program*

15. General Plan Annual Progress Report (APR)

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Provide direction to staff on any proposed changes to the General Plan APR*
- *Approve the General Plan Annual Progress Report*

16. Municipal Code Update: Sign Regulations (Ch. 17.39)

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Waive full reading, read by title only and introduce Ordinance No. 839, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 17.39, SIGNS, OF TITLE 17, ZONING, OF THE CRESCENT CITY MUNICIPAL CODE*

17. Incentives for Affordable Housing Ordinance (Chapter 17.48.030)

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Waive full reading, read by title only, and introduce Ordinance No. 841, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 17.48.030, INCENTIVES FOR AFFORDABLE HOUSING, OF TITLE 17, ZONING, OF THE CRESCENT CITY MUNICIPAL CODE*

18. Fire Training Burn Agreement with Del Norte County

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve the Fire Training Burn Exercise Agreement with Del Norte County*

CITY COUNCIL ITEMS

- **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.
- **Legislative Matters** – Consider miscellaneous legislative matters pertinent to the City of Crescent City. Authorize the Mayor to sign the appropriate letters and/or positions with respect to such matters.
- **City Manager Report and City Council Directives** – Pursuant to Crescent City Municipal Code § 2.08.200, the City Council may instruct the city manager on matters of importance to the administrative services of the City and provide direction with respect to subordinates of the City Manager. (Directives from individual Council Members that are not objected to by any member present shall be considered an order of the City Council.)
 - **Pool HVAC Agreement**

ADJOURNMENT

Adjourn to the regular meeting of the City Council of the City of Crescent City on Monday, May 20, 2024 at 6:00 p.m. at the Flynn Center Board Chambers, 981 H Street, Crescent City, CA 95531.

POSTED:

May 2, 2024

/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

Visitors Bureau Presentation

Lynnette Braillard, LuLish
and

Cindy Vosburg, Chamber of
Commerce Executive Director

Event Presentation:

Forest Moon Festival

Accounts Payable

Checks by Date - Summary by Check Number

User: kbates@crescentcity.org
Printed: 4/23/2024 5:25 PM

REVIEWED
kbates , 4/23/2024, 5:28:20 PM



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	EDDTAX	State of California EDD TAX Auto Pay	04/15/2024	0.00	5,011.32
ACH	FITTAX	FIT Payroll Taxes Auto Pay	04/15/2024	0.00	21,658.85
ACH	PERS2	Public Emp Retirement Sys	04/15/2024	0.00	35,974.89
ACH	EDDTAX	State of California EDD TAX Auto Pay	04/16/2024	0.00	5.69
ACH	FITTAX	FIT Payroll Taxes Auto Pay	04/16/2024	0.00	738.78
445292	41STDI	41st District Agricultural	04/10/2024	0.00	600.00
445293	AMAZON	Amazon Capital Services, Inc	04/10/2024	0.00	1,478.39
445294	INKPEOPL	Ink People	04/10/2024	0.00	1,000.00
445295	TIDEWA	Tidewater Contractors Inc	04/10/2024	0.00	282,458.99
445296	ETERNALC	Kong Vue	04/10/2024	0.00	6,500.00
445297	WATERMAN	Waterman Industries, Inc.	04/10/2024	0.00	5,864.45
445298	CASTATE	CA State Disbursement Unit	04/15/2024	0.00	288.20
445299	NCHEAL	Sydney M Clinton	04/15/2024	0.00	135.00
445300	WAMUTU	Crescent City Employees Association	04/15/2024	0.00	70.00
445301	CCPOLI	Crescent City Police Officer's Association	04/15/2024	0.00	650.00
445302	ICMARE	Mission Square	04/15/2024	0.00	4,923.62
445303	CAPLIVE	Secure Screening Solutions, Inc	04/15/2024	0.00	66.00
445304	ZCAFRAN2	State Of California	04/15/2024	0.00	249.10
445305	ICMARE	Mission Square	04/16/2024	0.00	4,205.06
445306	ATTClts	A T & T Corp	04/18/2024	0.00	104.55
445307	AMAZON	Amazon Capital Services, Inc	04/18/2024	0.00	4,540.87
445308	ARNOCher	Cheryl Arnold	04/18/2024	0.00	153.30
445309	BEHELAnn	Anna Beheler	04/18/2024	0.00	108.20
445310	BERTSC	Bertsch-Oceanview Csd	04/18/2024	0.00	21,702.72
445311	BLUEST	Blue Star Gas Associates	04/18/2024	0.00	225.73
445312	CURRYE	Brad Coleman Inc	04/18/2024	0.00	92.21
445313	L&A CONS	Amanda Brown	04/18/2024	0.00	885.75
445314	CRENNE	C Renner Petroleum Inc	04/18/2024	0.00	6,200.82
445315	STAYSAFE	Anthony Caico	04/18/2024	0.00	1,055.00
445316	ZCAWTR3	Calif Water Environment	04/18/2024	0.00	237.00
445317	ZCABUILD	California Building Standards Commission	04/18/2024	0.00	22.50
445318	CANON	Canon Solutions America Inc	04/18/2024	0.00	42.07
445319	CAREYK	Kevin Carey	04/18/2024	0.00	316.80
445320	CHARTEC	Charter Communications	04/18/2024	0.00	834.90
445321	CHURCH	Churchtree Csd	04/18/2024	0.00	1,131.86
445322	CIVICA	Civica Law Group APC	04/18/2024	0.00	9,365.51
445323	DAILYT	Country Media Inc.	04/18/2024	0.00	614.00
445324	JUKEBOXY	Creative Media Solutions, LLC	04/18/2024	0.00	74.85
445325	CUMMIN	Cummins Pacific LLC	04/18/2024	0.00	7,644.04
445326	ROTORO	Curry Transfer & Recycling Inc	04/18/2024	0.00	858.47
445327	DNCOC2	D N Co Dept Inform Tech	04/18/2024	0.00	328.12
445328	DNCOFL	D N Co Flood Control Dist	04/18/2024	0.00	1,202.16
445329	DNCOUN	D N Co Unified School Dst	04/18/2024	0.00	5,202.40
445330	DAHDJam	Jamal Dahdual	04/18/2024	0.00	1,464.42
445331	UB*05969	STEPHANIE DAVIS	04/18/2024	0.00	199.39
445332	DNSOLI	County of Del Norte	04/18/2024	0.00	949.02
445333	DNCBOS	Del Norte County	04/18/2024	0.00	220.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
445334	ZCACONS	Dept Of Conservation	04/18/2024	0.00	43.74
445335	DILLTori	Tori Dillard	04/18/2024	0.00	60.50
445336	DISPLAYS	Display Sales Company	04/18/2024	0.00	680.42
445337	DURHAMD	David Durham	04/18/2024	0.00	3,594.96
445338	EFFDEL	Efficiency Delivery LLC	04/18/2024	0.00	30.00
445339	ENGLUN	Englund Marine Supply Co.	04/18/2024	0.00	421.33
445340	EUREKAO	Eureka Oxygen Co.	04/18/2024	0.00	211.60
445341	FOXJack	Jack Fox	04/18/2024	0.00	166.50
445342	FRESWATE	Freshwater Environmental Services Inc	04/18/2024	0.00	1,417.00
445343	VERIZO2	Frontier California Inc	04/18/2024	0.00	1,697.68
445344	NAPA	GDMI ENT INC	04/18/2024	0.00	1,878.09
445345	GEORGE	George Petty Inc	04/18/2024	0.00	168.31
445346	GHD INC	GHD Inc	04/18/2024	0.00	11,983.25
445347	UB*05972	LINDSAY GILLESPIE	04/18/2024	0.00	218.60
445348	GISCLOUD	GIS Cloud, Inc	04/18/2024	0.00	3,324.00
445349	GRAING	Grainger	04/18/2024	0.00	918.85
445350	UB*05977	GREGG DRILLING	04/18/2024	0.00	626.12
445351	HDFOWLER	H. D. Fowler Company, Inc	04/18/2024	0.00	5,568.46
445352	HACHCO	Hach Company Inc	04/18/2024	0.00	991.87
445353	HALLJen	Jennifer Hall	04/18/2024	0.00	568.80
445354	UB*05982	NATALIE HANLON	04/18/2024	0.00	155.30
445355	HEMMIN	Hemmingsen Contracting Co Inc	04/18/2024	0.00	1,527.85
445356	INDEPE	Independent Business Forms, Inc	04/18/2024	0.00	529.10
445357	INDUSTST	Industrial Steel & Supply Co., Inc	04/18/2024	0.00	58.58
445358	INFOSEND	Infosend Inc.	04/18/2024	0.00	1,933.29
445359	RECALL	Iron Mountain	04/18/2024	0.00	265.00
445360	BICOASTA	KPOD, LLC.	04/18/2024	0.00	450.00
445361	LNLINDUS	LNL Industries	04/18/2024	0.00	47,181.99
445362	UB*05973	BARCHAI LO	04/18/2024	0.00	183.71
445363	LOYENG	Yeng Lo	04/18/2024	0.00	36.87
445364	LOPEZA	Anthony Lopez	04/18/2024	0.00	113.57
445365	UB*05971	PAULA MAGARINO	04/18/2024	0.00	210.03
445366	THRIFT	Malcolm Kelly Inc.	04/18/2024	0.00	1,671.90
445367	MANNChri	Christina Mann	04/18/2024	0.00	150.00
445368	UB*05966	SHASTA MAVRIS	04/18/2024	0.00	136.03
445369	UB*05968	BRANDI MAYNARD	04/18/2024	0.00	121.72
445370	NCLAB	Microbac Laboratories, Inc.	04/18/2024	0.00	264.00
445371	UB*05979	LEVI MILLS	04/18/2024	0.00	277.30
445372	MISSIO	Mission Linen Supply	04/18/2024	0.00	332.00
445373	MORJON	Mor-Jon Inc	04/18/2024	0.00	25.56
445374	MYCOMM	My-Comm., Inc.	04/18/2024	0.00	1,658.50
445375	NCCENT	NCL of Wisconsin Inc	04/18/2024	0.00	62.25
445376	UB*05950	DOUGLAS NGUYEN	04/18/2024	0.00	25.26
445377	NSISOL	Nsi Solutions Inc	04/18/2024	0.00	1,761.00
445378	OREILLY	O'Reilly Auto Enterprises LLC	04/18/2024	0.00	154.00
445379	PACPOW	PacifiCorp	04/18/2024	0.00	43,751.35
445380	PAPEMAC2	Pape Group Inc, The	04/18/2024	0.00	317.94
445381	PAPEMAT	Pape Group Inc, The	04/18/2024	0.00	398.23
445382	PARKWA	Parkway Feed Inc	04/18/2024	0.00	365.89
445383	UB*05970	HEATHER PAYNE	04/18/2024	0.00	40.28
445384	PEARSONA	Alex Pearson	04/18/2024	0.00	36.87
445385	HITECHSE	Pinger Industries, Inc.	04/18/2024	0.00	145.00
445386	HASLER	Quadient Inc	04/18/2024	0.00	141.19
445387	REDSKY	Red Sky Inc.	04/18/2024	0.00	220.00
445388	CAMPSPOT	Rezplot Systems, LLC	04/18/2024	0.00	886.40
445389	ROMANOV	Vito Romano	04/18/2024	0.00	106.00
445390	ROSSJAN	Matthew Ross	04/18/2024	0.00	3,370.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
445391	UB*05967	RANDE ROTHMAN	04/18/2024	0.00	181.04
445392	SAMPAaro	Aaron Sampson	04/18/2024	0.00	75.70
445393	UB*05976	WILLIAM SANCHEZ	04/18/2024	0.00	13.60
445394	SANDERSD	Daniel Sanders	04/18/2024	0.00	36.87
445395	SCALVSte	Steve Scalvini	04/18/2024	0.00	227.00
445396	SEAREACH	Sea Reach Ltd	04/18/2024	0.00	13,450.00
445397	UB*05974	AMY SHAW	04/18/2024	0.00	190.03
445398	SMITHMJ	Kimberly D Smith	04/18/2024	0.00	874.00
445399	SPANNFre	Fred Spann	04/18/2024	0.00	1,276.85
445400	SPECIALP	Specialized Pavement Marking, LLC	04/18/2024	0.00	46,151.60
445401	SPERLING	Connor Sperling	04/18/2024	0.00	76.70
445402	UB*05978	LISA SPLIETHOF	04/18/2024	0.00	11.26
445403	STONEPen	Penny Stone	04/18/2024	0.00	45.50
445404	DNOFFI	Debra Stover	04/18/2024	0.00	157.13
445405	TAYLGar	Gary Taylor	04/18/2024	0.00	47.70
445406	UB*05981	THE REDWOODS RV RESORT	04/18/2024	0.00	2,092.55
445407	TIDEWA	Tidewater Contractors Inc	04/18/2024	0.00	658.40
445408	UB*04992	JEANNINE TINDALL	04/18/2024	0.00	225.00
445409	UB*05975	PRICILA TORRES	04/18/2024	0.00	101.44
445410	UB*05980	KATHRYN TRUNKWALTER	04/18/2024	0.00	171.09
445411	RAYMOR	UBEO West, LLC	04/18/2024	0.00	48.28
445412	UNITEDRE	United Rentals (North America) Inc	04/18/2024	0.00	6,495.00
445413	UNIVAR	Univar Solutions USA Inc.	04/18/2024	0.00	8,201.21
445414	CALCARDS	US Bank Corporate Pmt Systems	04/18/2024	0.00	13,988.38
445415	VERIZO3	Verizon Wireless Services LLC	04/18/2024	0.00	296.99
445416	WALTKerm	Kermit Walters	04/18/2024	0.00	166.50
445417	WATERMAN	Waterman Industries, Inc.	04/18/2024	0.00	181.56
445418	D&SPOWDF	Steven Winkelmann	04/18/2024	0.00	300.00
445419	WOODSP	Woods Plumbing Inc	04/18/2024	0.00	650.00
445420	WWTECH	World Wide Technology, LLC.	04/18/2024	0.00	7,127.73
Report Total (134 checks):				0.00	684,808.15

AP

4-06-24 to 4-19-24 Council

User: kbates@crestedcity.org
Printed: 4/23/2024 5:24:35 PM

REVIEWED
kbates , 4/23/2024, 5:28:31 PM



Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
0	4/15/2024	610-000-2185-00000	PR Batch 00044.04.2024 State Income Tax	2,463.28	False
0	4/15/2024	610-000-2185-00000	PR Batch 00444.04.2024 State Income Tax	12.64	False
0	4/15/2024	610-000-2185-00000	PR Batch 00004.04.2024 State Income Tax	2,535.40	False
0	4/15/2024	610-000-2189-00000	PR Batch 00044.04.2024 Federal Income Tax	7,053.00	False
0	4/15/2024	610-000-2189-00000	PR Batch 00444.04.2024 Federal Income Tax	78.55	False
0	4/15/2024	610-000-2189-00000	PR Batch 00004.04.2024 Federal Income Tax	8,882.00	False
0	4/15/2024	610-000-2188-00000	PR Batch 00004.04.2024 Medicare Employer Portion	1,570.44	False
0	4/15/2024	610-000-2188-00000	PR Batch 00044.04.2024 Medicare Employer Portion	1,232.89	False
0	4/15/2024	610-000-2188-00000	PR Batch 00044.04.2024 Medicare Employee Portion	1,232.89	False
0	4/15/2024	610-000-2188-00000	PR Batch 00444.04.2024 Medicare Employer Portion	19.32	False
0	4/15/2024	610-000-2188-00000	PR Batch 00444.04.2024 Medicare Employee Portion	19.32	False
0	4/15/2024	610-000-2188-00000	PR Batch 00004.04.2024 Medicare Employee Portion	1,570.44	False
0	4/15/2024	610-000-2187-00000	PR Batch 00044.04.2024 ER PERS Contribution	9,664.37	False
0	4/15/2024	610-000-2187-00000	PR Batch 00044.04.2024 EE PERS Contribution	7,521.64	False
0	4/15/2024	610-000-2187-00000	PR Batch 00044.04.2024 Survivor Benefit	23.89	False
0	4/15/2024	610-000-2187-00000	PR Batch 00004.04.2024 EE PERS Contribution	8,012.52	False
0	4/15/2024	610-000-2187-00000	PR Batch 00004.04.2024 Survivor Benefit	35.34	False
0	4/15/2024	610-000-2187-00000	PR Batch 00004.04.2024 ER PERS Contribution	10,303.93	False
0	4/15/2024	610-000-2187-00000	PR Batch 00004.04.2024 Service Credit Purchase	413.20	False
0	4/16/2024	610-000-2185-00000	PR Batch 00911.04.2024 State Income Tax	5.69	False
0	4/16/2024	610-000-2188-00000	PR Batch 00911.04.2024 Medicare Employee Portion	234.50	False
0	4/16/2024	610-000-2189-00000	PR Batch 00911.04.2024 Federal Income Tax	269.78	False
0	4/16/2024	610-000-2188-00000	PR Batch 00911.04.2024 Medicare Employer Portion	234.50	False
445292	4/10/2024	001-112-4434-00000	Equipment transport, stage/showmobile & pipe & drape deposit	600.00	False
445293	4/10/2024	419-371-4390-00000	Sierra Wireless Cellular Router for SCADA	749.09	False
445293	4/10/2024	001-000-1350-00000	Computer Loan - Sunny Valero	729.30	False
445294	4/10/2024	001-112-4434-00000	Humboldt Taiko performance for Kamome Festival 2024	1,000.00	False
445295	4/10/2024	919-371-4799-37112	Front Street G to I Storm Drain Project - Thru 2/29/24	2,600.00	False
445295	4/10/2024	901-364-4799-FSTGI	Front Street G to I Storm Drain Project - Thru 2/29/24	294,725.25	False
445295	4/10/2024	919-000-2112-00000	Front Street G to I Storm Drain Project - Thru 2/29/24 - RENTENT	-130.00	False
445295	4/10/2024	901-000-2112-00000	Front Street G to I Storm Drain Project - Thru 2/29/24 - RENTENT	-14,736.26	False
445295	4/10/2024	919-371-4799-37112	Front Street G to I Storm Drain Project - GL ADJUSTMENT	105,982.64	False
445295	4/10/2024	901-364-4799-FSTGI	Front Street G to I Storm Drain Project - GL ADJUSTMENT	-115,379.84	False

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445295	4/10/2024	913-353-4799-35301	Front Street G to I Storm Drain Project - GL ADJUSTMENT	9,397.20	False
445295	4/10/2024	901-000-2112-00000	Front Street G to I Storm Drain Project - GL ADJUSTMENT	5,768.99	False
445295	4/10/2024	919-000-2112-00000	Front Street G to I Storm Drain Project - GL ADJUSTMENT	-5,299.13	False
445295	4/10/2024	913-000-2112-00000	Front Street G to I Storm Drain Project - GL ADJUSTMENT	-469.86	False
445296	4/10/2024	001-470-4390-POINT	Hmong Memorial Monument - Final Payment	6,500.00	False
445297	4/10/2024	913-352-4799-35221	WWTP Influent Gate + sales tax (WQ22-A-38797)	5,864.45	False
445298	4/15/2024	610-000-2170-00000	PR Batch 00004.04.2024 Child Support-CA	88.84	False
445298	4/15/2024	610-000-2170-00000	PR Batch 00004.04.2024 Child Support-CA	96.00	False
445298	4/15/2024	610-000-2170-00000	PR Batch 00004.04.2024 Child Support CA Flat Amt 2	103.36	False
445299	4/15/2024	001-480-4407-00000	Pre-Employment Screening - Pool	135.00	False
445300	4/15/2024	610-000-2184-00000	PR Batch 00044.04.2024 CCEA Monthly Dues	10.00	False
445300	4/15/2024	610-000-2184-00000	PR Batch 00004.04.2024 CCEA Monthly Dues	60.00	False
445301	4/15/2024	610-000-2181-00000	PR Batch 00044.04.2024 CCPOA Dues	650.00	False
445302	4/15/2024	610-000-2186-00000	Plan # 306752	17.32	False
445302	4/15/2024	610-000-2186-00000	Plan # 306752	65.02	False
445302	4/15/2024	610-000-2178-00000	Plan # 300878	1,100.00	False
445302	4/15/2024	610-000-2186-00000	Plan # 306752	82.58	False
445302	4/15/2024	610-000-2186-00000	Plan # 306752	310.14	False
445302	4/15/2024	610-000-2178-00000	Plan # 300878	2,215.00	False
445302	4/15/2024	610-000-2186-00000	Plan # 306752	566.93	False
445302	4/15/2024	610-000-2178-00000	Plan # 300878	447.74	False
445302	4/15/2024	610-000-2186-00000	Plan # 306752	118.89	False
445303	4/15/2024	001-480-4407-00000	Pre-Employment Fingerprinting - Pool	44.00	False
445303	4/15/2024	001-240-4411-00000	Pre-Employment Fingerprinting - Taxi Cab	22.00	False
445304	4/15/2024	610-000-2170-00000	PR Batch 00004.04.2024 Wage Garn-FTB	249.10	False
445305	4/16/2024	610-000-2186-00000	Plan # 306752	210.24	False
445305	4/16/2024	610-000-2178-00000	Plan # 300878	2,992.15	False
445305	4/16/2024	610-000-2186-00000	Plan # 306752	1,002.67	False
445306	4/18/2024	001-240-4230-00000	DOJ/CLETS line - 03/01-03/31/24	104.55	False
445307	4/18/2024	001-480-4320-00000	Plastic whistles and lanyards	40.88	False
445307	4/18/2024	001-112-4390-00000	Laterns and Cherry Blossom Decor	477.65	False
445307	4/18/2024	413-130-4310-00000	CH Office Supplies	0.78	False
445307	4/18/2024	001-113-4310-00000	CH Office Supplies	3.64	False
445307	4/18/2024	419-371-4310-00000	CH Office Supplies	4.74	False
445307	4/18/2024	413-352-4310-00000	CH Office Supplies	0.59	False
445307	4/18/2024	412-100-4310-00000	CH Office Supplies	1.17	False
445307	4/18/2024	001-112-4310-00000	CH Office Supplies	0.97	False
445307	4/18/2024	001-120-4310-00000	CH Office Supplies	6.69	False
445307	4/18/2024	001-350-4310-00000	CH Office Supplies	2.86	False
445307	4/18/2024	419-130-4310-00000	CH Office Supplies	0.78	False
445307	4/18/2024	413-353-4310-00000	CH Office Supplies	1.24	False
445307	4/18/2024	001-250-4310-00000	CH Office Supplies	0.84	False
445307	4/18/2024	001-470-4310-00000	CH Office Supplies	0.72	False

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445307	4/18/2024	001-364-4310-00000	CH Office Supplies	1.30	False
445307	4/18/2024	001-130-4310-00000	CH Office Supplies	0.61	False
445307	4/18/2024	420-115-4310-00000	CH Office Supplies	7.54	False
445307	4/18/2024	001-111-4310-00000	CH Office Supplies	1.30	False
445307	4/18/2024	420-115-4312-00000	Misc computer supplies	168.75	False
445307	4/18/2024	508-508-4390-60003	Mounting plate	35.83	False
445307	4/18/2024	508-508-4390-60003	Mounting plate	35.83	False
445307	4/18/2024	506-506-4390-00000	Table legs	77.92	False
445307	4/18/2024	001-112-4434-00000	Cherry Blossom Origami Paper	37.95	False
445307	4/18/2024	001-471-4310-00000	CH Office Supplies	0.39	False
445307	4/18/2024	001-251-4390-00000	Voltage tester	37.58	False
445307	4/18/2024	001-251-4310-00000	CH Office Supplies	0.97	False
445307	4/18/2024	001-313-4310-00000	CH Office Supplies	1.89	False
445307	4/18/2024	001-114-4310-00000	CH Office Supplies	3.83	False
445307	4/18/2024	419-120-4310-00000	CH Office Supplies	7.40	False
445307	4/18/2024	413-111-4310-00000	CH Office Supplies	1.24	False
445307	4/18/2024	413-357-4310-00000	CH Office Supplies	2.20	False
445307	4/18/2024	001-480-4310-00000	CH Office Supplies	0.84	False
445307	4/18/2024	412-120-4310-00000	CH Office Supplies	0.78	False
445307	4/18/2024	419-111-4310-00000	CH Office Supplies	1.24	False
445307	4/18/2024	001-130-4310-00000	CH Office Supplies	0.97	False
445307	4/18/2024	413-120-4310-00000	CH Office Supplies	7.40	False
445307	4/18/2024	412-120-4310-00000	CH Office Supplies	0.41	False
445307	4/18/2024	413-353-4310-00000	CH Office Supplies	0.64	False
445307	4/18/2024	413-111-4310-00000	CH Office Supplies	0.64	False
445307	4/18/2024	001-112-4310-00000	CH Office Supplies	0.51	False
445307	4/18/2024	001-113-4310-00000	CH Office Supplies	1.91	False
445307	4/18/2024	420-115-4310-00000	CH Office Supplies	3.96	False
445307	4/18/2024	001-111-4310-00000	CH Office Supplies	0.68	False
445307	4/18/2024	419-130-4310-00000	CH Office Supplies	0.41	False
445307	4/18/2024	001-130-4310-00000	CH Office Supplies	0.51	False
445307	4/18/2024	001-471-4310-00000	CH Office Supplies	0.20	False
445307	4/18/2024	001-470-4310-00000	CH Office Supplies	0.37	False
445307	4/18/2024	001-364-4310-00000	CH Office Supplies	0.69	False
445307	4/18/2024	001-250-4310-00000	CH Office Supplies	0.45	False
445307	4/18/2024	419-120-4310-00000	CH Office Supplies	3.89	False
445307	4/18/2024	419-111-4310-00000	CH Office Supplies	0.65	False
445307	4/18/2024	001-313-4310-00000	CH Office Supplies	0.99	False
445307	4/18/2024	001-480-4310-00000	CH Office Supplies	0.44	False
445307	4/18/2024	001-120-4310-00000	CH Office Supplies	3.51	False
445307	4/18/2024	413-352-4310-00000	CH Office Supplies	0.30	False
445307	4/18/2024	001-112-4390-00000	Glass drink dispensers and Ice buckets	70.33	False
445307	4/18/2024	413-357-4310-00000	CH Office Supplies	1.05	False

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445307	4/18/2024	001-350-4310-00000	CH Office Supplies	1.36	False
445307	4/18/2024	001-114-4310-00000	CH Office Supplies	1.82	False
445307	4/18/2024	413-111-4310-00000	CH Office Supplies	0.59	False
445307	4/18/2024	001-111-4310-00000	CH Office Supplies	0.62	False
445307	4/18/2024	001-250-4310-00000	CH Office Supplies	0.40	False
445307	4/18/2024	412-100-4310-00000	CH Office Supplies	0.56	False
445307	4/18/2024	001-120-4310-00000	CH Office Supplies	3.19	False
445307	4/18/2024	001-113-4310-00000	CH Office Supplies	1.73	False
445307	4/18/2024	001-130-4310-00000	CH Office Supplies	0.46	False
445307	4/18/2024	420-115-4310-00000	CH Office Supplies	3.60	False
445307	4/18/2024	419-130-4310-00000	CH Office Supplies	0.38	False
445307	4/18/2024	413-120-4310-00000	CH Office Supplies	3.53	False
445307	4/18/2024	413-130-4310-00000	CH Office Supplies	0.37	False
445307	4/18/2024	419-120-4310-00000	CH Office Supplies	3.53	False
445307	4/18/2024	001-470-4310-00000	CH Office Supplies	0.34	False
445307	4/18/2024	001-251-4310-00000	CH Office Supplies	0.46	False
445307	4/18/2024	413-356-4390-35022	Connector	7.57	False
445307	4/18/2024	001-240-4390-00000	Polymer Shotgun Forend	486.96	False
445307	4/18/2024	001-112-4310-00000	CH Office Supplies	0.46	False
445307	4/18/2024	001-114-4310-00000	CH Office Supplies	2.01	False
445307	4/18/2024	419-371-4310-00000	CH Office Supplies	2.26	False
445307	4/18/2024	413-357-4310-00000	CH Office Supplies	1.16	False
445307	4/18/2024	419-371-4310-00000	CH Office Supplies	2.49	False
445307	4/18/2024	001-364-4310-00000	CH Office Supplies	0.62	False
445307	4/18/2024	412-100-4310-00000	CH Office Supplies	0.61	False
445307	4/18/2024	001-471-4310-00000	CH Office Supplies	0.19	False
445307	4/18/2024	001-111-4310-00000	CH Office Supplies	0.81	False
445307	4/18/2024	419-120-4310-00000	Toner cartridge	68.14	False
445307	4/18/2024	413-120-4310-00000	Toner cartridge	68.14	False
445307	4/18/2024	001-480-4310-00000	CH Office Supplies	0.53	False
445307	4/18/2024	412-100-4310-00000	CH Office Supplies	0.73	False
445307	4/18/2024	413-130-4310-00000	CH Office Supplies	0.49	False
445307	4/18/2024	413-120-4310-00000	CH Office Supplies	4.62	False
445307	4/18/2024	413-357-4310-00000	CH Office Supplies	1.37	False
445307	4/18/2024	419-111-4310-00000	CH Office Supplies	0.77	False
445307	4/18/2024	412-120-4310-00000	CH Office Supplies	0.49	False
445307	4/18/2024	001-313-4310-00000	CH Office Supplies	1.17	False
445307	4/18/2024	001-113-4310-00000	CH Office Supplies	2.26	False
445307	4/18/2024	420-115-4310-00000	CH Office Supplies	4.69	False
445307	4/18/2024	001-364-4310-00000	CH Office Supplies	0.81	False
445307	4/18/2024	413-353-4310-00000	CH Office Supplies	0.77	False
445307	4/18/2024	419-120-4310-00000	CH Office Supplies	4.61	False
445307	4/18/2024	001-120-4310-00000	CH Office Supplies	4.17	False

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445307	4/18/2024	413-352-4310-00000	CH Office Supplies	0.36	False
445307	4/18/2024	001-250-4310-00000	CH Office Supplies	0.53	False
445307	4/18/2024	001-251-4310-00000	CH Office Supplies	0.61	False
445307	4/18/2024	419-130-4310-00000	CH Office Supplies	0.48	False
445307	4/18/2024	419-371-4310-00000	CH Office Supplies	2.96	False
445307	4/18/2024	001-470-4310-00000	CH Office Supplies	0.45	False
445307	4/18/2024	001-112-4310-00000	CH Office Supplies	0.61	False
445307	4/18/2024	413-111-4310-00000	CH Office Supplies	0.77	False
445307	4/18/2024	001-114-4310-00000	CH Office Supplies	2.39	False
445307	4/18/2024	001-471-4310-00000	CH Office Supplies	0.24	False
445307	4/18/2024	001-350-4310-00000	CH Office Supplies	1.78	False
445307	4/18/2024	001-112-4434-00000	Misc supplies -Kamome	266.81	False
445307	4/18/2024	420-115-4312-00000	Windforce graphics card	324.74	False
445307	4/18/2024	001-112-4434-00000	Blank Note Cards	9.73	False
445307	4/18/2024	001-112-4390-00000	Fabric, notecards, laterns, markers	352.78	False
445307	4/18/2024	001-480-4390-2020S	Hub splitter	30.30	False
445307	4/18/2024	413-353-4310-00000	CH Office Supplies	0.59	False
445307	4/18/2024	412-120-4310-00000	CH Office Supplies	0.38	False
445307	4/18/2024	001-313-4310-00000	CH Office Supplies	0.90	False
445307	4/18/2024	001-480-4310-00000	CH Office Supplies	0.40	False
445307	4/18/2024	419-111-4310-00000	CH Office Supplies	0.59	False
445307	4/18/2024	413-352-4310-00000	CH Office Supplies	0.28	False
445307	4/18/2024	506-506-4390-00000	Nighlight for safety use at City Hall	22.72	False
445307	4/18/2024	419-120-4310-00000	Toner cartridge	94.53	False
445307	4/18/2024	413-120-4310-00000	Toner cartridge	94.52	False
445307	4/18/2024	001-120-4310-00000	Toner cartridge	94.52	False
445307	4/18/2024	508-508-4390-00000	Ipad and keyboard for shop	1,291.08	False
445307	4/18/2024	001-350-4310-00000	CH Office Supplies	1.50	False
445307	4/18/2024	413-120-4310-00000	CH Office Supplies	3.89	False
445307	4/18/2024	413-130-4310-00000	CH Office Supplies	0.41	False
445307	4/18/2024	001-251-4310-00000	CH Office Supplies	0.52	False
445308	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 6065	13.94	False
445308	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 6065	139.36	False
445309	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5914	98.36	False
445309	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5914	9.84	False
445310	4/18/2024	419-372-3821-41028	BOV Monthly Maintenance - Feb 24 - Admin fee	-108.00	False
445310	4/18/2024	419-372-3821-41028	BOV Monthly Maintenance - Feb 24	7,259.57	False
445310	4/18/2024	419-000-2115-00000	BOV Monthly Maintenance - Feb 24 - Water Connections	4,320.00	False
445310	4/18/2024	419-372-3821-41028	BOV Monthly Maintenance - Mar 24 - Admin fee	-72.00	False
445310	4/18/2024	419-000-2115-00000	BOV Monthly Maintenance - Mar 24 - Water Connections	2,880.00	False
445310	4/18/2024	419-372-3821-41028	BOV Monthly Maintenance - Mar 24	7,423.15	False
445311	4/18/2024	001-230-4220-00000	Gas usage - Acct # 02-0009979	225.73	False
445312	4/18/2024	001-470-4390-00000	Ear Muffs	38.96	False

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445312	4/18/2024	001-470-4390-00000	Gatorline	53.25	False
445313	4/18/2024	001-480-4390-2020S	Security dutch door at pool - Infill framing, door install, trim	885.75	False
445314	4/18/2024	001-240-4330-00000	Fuel for Patrol Cars - Acct # 0215111	2,923.36	False
445314	4/18/2024	001-240-4330-00000	Fuel for Patrol Cars - Acct # 0215111	993.36	False
445314	4/18/2024	508-508-4330-00000	FY24 Annual Diesel and Gas for City - Acct # 215	2,284.10	False
445315	4/18/2024	001-470-4390-00000	Rekey of City park restrooms	1,055.00	False
445316	4/18/2024	419-371-4530-00000	Water Cert - PW	118.50	False
445316	4/18/2024	413-357-4530-00000	Water Cert - PW	118.50	False
445317	4/18/2024	001-251-3312-00000	Admin Fees Payable: 01/01-03/31/24	22.50	False
445319	4/18/2024	001-230-4530-00000	3/13-3/17/24 - Fire Marshal 1D, Rancho Cucamonga - FINAL	76.80	False
445319	4/18/2024	001-230-4530-00000	4/24-4/28/24 - Fire Marshal 1E - Rancho Cucamonga - meals	240.00	False
445320	4/18/2024	413-111-4230-00000	Internet Service-	3.99	False
445320	4/18/2024	412-100-4230-00000	Internet Service -	169.98	False
445320	4/18/2024	001-250-4230-00000	Internet Service -	1.68	False
445320	4/18/2024	001-240-4230-00000	Internet Service -	169.98	False
445320	4/18/2024	001-364-4230-00000	Internet Service -	4.62	False
445320	4/18/2024	001-480-4230-00000	Internet Service -	2.94	False
445320	4/18/2024	419-371-4230-00000	broadband for security	89.99	False
445320	4/18/2024	001-251-4230-00000	Internet Service -	6.09	False
445320	4/18/2024	001-113-4230-00000	Internet Service -	13.65	False
445320	4/18/2024	419-111-4230-00000	Internet Service-	4.41	False
445320	4/18/2024	001-470-4230-00000	Internet Service -	2.94	False
445320	4/18/2024	001-350-4230-00000	Internet Service -	10.08	False
445320	4/18/2024	413-352-4230-00000	broadband for security	104.98	False
445320	4/18/2024	412-100-4230-00000	Internet Service -	4.62	False
445320	4/18/2024	001-111-4230-00000	Internet Service -	5.04	False
445320	4/18/2024	413-352-4230-00000	Internet Service -	11.13	False
445320	4/18/2024	001-471-4230-00000	Internet Service -	2.94	False
445320	4/18/2024	419-120-4230-00000	Internet Service -	25.62	False
445320	4/18/2024	001-114-4230-00000	Internet Service -	13.65	False
445320	4/18/2024	419-371-4230-00000	Internet Service -	15.74	False
445320	4/18/2024	001-120-4230-00000	Internet Service -	28.35	False
445320	4/18/2024	413-353-4230-00000	Internet Service -	4.41	False
445320	4/18/2024	419-371-4230-00000	broadband for security	89.99	False
445320	4/18/2024	001-313-4230-00000	Internet Service -	3.78	False
445320	4/18/2024	413-120-4230-00000	Internet Service -	27.30	False
445320	4/18/2024	420-115-4230-00000	Internet Service -	13.64	False
445321	4/18/2024	419-372-3822-41029	Churchtree Monthly Maintenance - March 24	507.44	False
445321	4/18/2024	419-372-3822-41029	Churchtree Monthly Maintenance - Feb 24	624.42	False
445322	4/18/2024	001-250-4410-00179	Legal Services - March 24	8,896.71	False
445322	4/18/2024	001-250-4410-00200	Legal Services - March 24	468.80	False
445323	4/18/2024	001-113-4430-00000	Public Hearing - General Plan Land Use	142.74	False
445323	4/18/2024	001-313-4409-00000	Planning Notice - California Street Zoning	142.74	False

Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
445323	4/18/2024	001-313-4409-00000	Planning Notice - Title 7 Zoning	121.21	False
445323	4/18/2024	001-313-4409-00000	Planning Notice - Regular Scheduled Mtg	207.31	False
445324	4/18/2024	001-480-4409-00000	Background Music for Pool - 2/5-3/5	24.95	False
445324	4/18/2024	001-480-4409-00000	Background Music for Pool - 1/5-2/5	24.95	False
445324	4/18/2024	001-480-4409-00000	Background Music for Pool - 3/5-4/5	24.95	False
445325	4/18/2024	413-357-4450-00000	WWTP Generator Repair & Tune-up	7,644.04	False
445326	4/18/2024	413-356-4450-35022	Emergency Lift Station Pumping - Humboldt & Roy	763.62	False
445326	4/18/2024	413-356-4450-35022	Emergency Lift Station Pumping - Madison Finance Charge	94.85	False
445327	4/18/2024	001-113-4450-00000	City Council Meeting Broadcasting - March 24	328.12	False
445328	4/18/2024	419-372-3823-41030	Meadowtree Monthly Maintenance - March 24	644.96	False
445328	4/18/2024	419-372-3823-41030	Meadowtree Monthly Maintenance - Feb 24	557.20	False
445329	4/18/2024	001-230-4330-00000	Fuel for FY23/24 - March 24	2,786.63	False
445329	4/18/2024	001-230-4330-00000	Fuel for FY23/24 - Feb 2024	2,415.77	False
445330	4/18/2024	419-000-3731-00000	Refund for overpayment on water connection	1,464.42	False
445331	4/18/2024	419-000-2110-00000	Refund Check 107842-000, 102 BARKER ST	199.39	False
445332	4/18/2024	001-470-4225-00000	Solid Waste Disposal - March 24	568.17	False
445332	4/18/2024	001-364-4225-10025	Solid Waste Disposal - March 24	136.95	False
445332	4/18/2024	506-506-4225-00000	Solid Waste Disposal - March 24	243.90	False
445333	4/18/2024	001-113-4450-00000	Board Chamber Rental - March 24	220.00	False
445334	4/18/2024	001-000-2140-00000	Building Seismic Payable: 01/01-03/31/24	18.97	False
445334	4/18/2024	001-000-2150-00000	Building Seismic Payable: 01/01-03/31/24	24.77	False
445335	4/18/2024	412-000-3570-00000	Cancelled with less than 72 hours - Conf # 5946	55.00	False
445335	4/18/2024	001-000-3221-00000	Cancelled with less than 72 hours - Conf # 5946	5.50	False
445336	4/18/2024	001-470-4390-POINT	Military branch flags - Point of Honor	680.42	False
445337	4/18/2024	001-240-4380-2020S	Dog kennel slab on Moorehead Rd	3,594.96	False
445338	4/18/2024	419-371-4470-00000	Sample delivery to North Coast Labs for WW & DW FY24	30.00	False
445339	4/18/2024	413-356-4390-35022	Bushings, Elbows, Gate Valve	317.40	False
445339	4/18/2024	508-508-4390-00000	Hose Nozzle	30.27	False
445339	4/18/2024	413-356-4390-35022	Suction Hose	26.07	False
445339	4/18/2024	413-356-4390-35022	Stainless Steel	38.45	False
445339	4/18/2024	001-471-4390-00000	Crab Wire	9.14	False
445340	4/18/2024	001-230-4390-00000	Cylinder Rental (x11)	211.60	False
445341	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5591	151.36	False
445341	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5591	15.14	False
445342	4/18/2024	413-353-4409-00000	Sewer Regulatory Compliance	1,417.00	False
445343	4/18/2024	001-350-4230-00000	707 465-4405 downstairs fax	3.38	False
445343	4/18/2024	412-100-4230-00000	707 465-1719 upstairs fax	1.55	False
445343	4/18/2024	001-471-4230-00000	707-465-3914 monthly phone	100.18	False
445343	4/18/2024	413-353-4230-00000	707 465-1719 upstairs fax	1.48	False
445343	4/18/2024	420-115-4230-00000	707 465-1719 upstairs fax	4.58	False
445343	4/18/2024	413-120-4230-00000	707 465-4405 downstairs fax	9.15	False
445343	4/18/2024	001-251-4230-00000	707 465-4405 downstairs fax	2.04	False
445343	4/18/2024	419-371-4230-00000	707-001-0001 SCADA telemetry link	42.72	False

Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
445343	4/18/2024	001-113-4230-00000	707 465-1719 upstairs fax	4.58	False
445343	4/18/2024	419-120-4230-00000	707-465-6208 monthly phone	47.67	False
445343	4/18/2024	413-111-4230-00000	707 465-1719 upstairs fax	1.33	False
445343	4/18/2024	001-480-4230-00000	707-464-6940 monthly phone	119.58	False
445343	4/18/2024	419-120-4230-00000	707 465-4405 downstairs fax	8.59	False
445343	4/18/2024	413-352-4230-00000	707 465-4405 downstairs fax	3.73	False
445343	4/18/2024	001-120-4230-00000	707 465-4405 downstairs fax	9.50	False
445343	4/18/2024	001-250-4230-00000	707 465-4405 downstairs fax	0.56	False
445343	4/18/2024	001-114-4230-00000	707 465-4405 downstairs fax	4.58	False
445343	4/18/2024	419-120-4230-00000	707-464-6517 monthly phone	35.20	False
445343	4/18/2024	413-351-4230-00000	707 465-5275 Lab Phone Line	175.07	False
445343	4/18/2024	001-111-4230-00000	707 465-4405 downstairs fax	1.69	False
445343	4/18/2024	001-350-4230-00000	707-464-9506 monthly phone	288.38	False
445343	4/18/2024	419-111-4230-00000	707 465-4405 downstairs fax	1.47	False
445343	4/18/2024	001-251-4230-00000	707 465-1719 upstairs fax	2.04	False
445343	4/18/2024	412-100-4230-00000	707 465-4405 downstairs fax	1.55	False
445343	4/18/2024	001-470-4230-00000	707 465-1719 upstairs fax	0.98	False
445343	4/18/2024	413-353-4230-00000	707 465-4405 downstairs fax	1.48	False
445343	4/18/2024	001-480-4230-00000	707 465-4405 downstairs fax	0.98	False
445343	4/18/2024	001-250-4230-00000	707 465-1719 upstairs fax	0.57	False
445343	4/18/2024	508-508-4230-00000	707-464-9565 monthly phone	217.90	False
445343	4/18/2024	001-470-4230-00000	707 465-4405 downstairs fax	0.99	False
445343	4/18/2024	001-350-4230-00000	707 465-1719 upstairs fax	3.38	False
445343	4/18/2024	001-471-4230-00000	707 465-4405 downstairs fax	0.99	False
445343	4/18/2024	001-313-4230-00000	707 465-4405 downstairs fax	1.27	False
445343	4/18/2024	001-113-4230-00000	707 465-4405 downstairs fax	4.58	False
445343	4/18/2024	001-114-4230-00000	707 465-1719 upstairs fax	4.58	False
445343	4/18/2024	420-115-4230-00000	707 465-4405 downstairs fax	4.58	False
445343	4/18/2024	001-111-4230-00000	707 465-1719 upstairs fax	1.69	False
445343	4/18/2024	001-364-4230-00000	707 465-4405 downstairs fax	1.55	False
445343	4/18/2024	419-371-4230-00000	707 465-1719 upstairs fax	5.28	False
445343	4/18/2024	419-111-4230-00000	707 465-1719 upstairs fax	1.48	False
445343	4/18/2024	001-364-4230-00000	707 465-1719 upstairs fax	1.55	False
445343	4/18/2024	001-480-4230-00000	707 465-1719 upstairs fax	0.99	False
445343	4/18/2024	413-120-4230-00000	707-464-6517 monthly phone	35.21	False
445343	4/18/2024	413-111-4230-00000	707 465-4405 downstairs fax	1.34	False
445343	4/18/2024	413-120-4230-00000	707-465-6208 monthly phone	47.67	False
445343	4/18/2024	001-471-4230-00000	707 465-1719 upstairs fax	0.99	False
445343	4/18/2024	413-352-4230-00000	707 465-1719 upstairs fax	3.73	False
445343	4/18/2024	419-371-4230-00000	707 465-4405 downstairs fax	5.28	False
445343	4/18/2024	001-313-4230-00000	707 465-1719 upstairs fax	1.26	False
445343	4/18/2024	419-120-4230-00000	707 465-1719 upstairs fax	8.59	False
445343	4/18/2024	001-240-4230-00000	707-464-2133 monthly phone	316.23	False

Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
445343	4/18/2024	413-120-4230-00000	707 465-1719 upstairs fax	9.15	False
445343	4/18/2024	001-120-4230-00000	707 465-1719 upstairs fax	9.51	False
445344	4/18/2024	001-230-4391-00000	Def	77.88	False
445344	4/18/2024	508-508-4390-60003	Filters	161.94	False
445344	4/18/2024	413-356-4390-35022	Filters	37.76	False
445344	4/18/2024	413-356-4390-35022	Filters	45.88	False
445344	4/18/2024	413-353-4390-00000	Filters	29.64	False
445344	4/18/2024	508-508-4390-00000	Sensor	30.85	False
445344	4/18/2024	508-508-4390-00000	Silicone	15.57	False
445344	4/18/2024	508-508-4390-00000	Spark plug	49.15	False
445344	4/18/2024	508-508-4390-00000	Core Deposit - -RETURN	-71.45	False
445344	4/18/2024	508-508-4390-00000	Spider clutch kit for vehicle	858.29	False
445344	4/18/2024	508-508-4390-00000	Internal kit - RETURN	-150.55	False
445344	4/18/2024	508-508-4390-00000	Virtual kit, brake rotor, disc pad, oil seal	178.31	False
445344	4/18/2024	413-356-4390-35022	Battery terminal	8.96	False
445344	4/18/2024	508-508-4390-00000	Shift tube	42.24	False
445344	4/18/2024	508-508-4390-00000	V-Belt	18.56	False
445344	4/18/2024	508-508-4390-00000	Belt compressor	16.77	False
445344	4/18/2024	508-508-4390-00000	Calipers	199.31	False
445344	4/18/2024	508-508-4390-00000	Ignition coil	32.18	False
445344	4/18/2024	001-230-4391-00000	Blaster pack for #5100	3.66	False
445344	4/18/2024	508-508-4390-00000	Internal kit	150.55	False
445344	4/18/2024	508-508-4390-00000	Oil	142.59	False
445345	4/18/2024	508-508-4390-00000	Connectors for #3021	168.31	False
445346	4/18/2024	155-485-4409-22SDP	Storm Drain Master Plan - Thru 03/31/24	11,983.25	False
445347	4/18/2024	419-000-2110-00000	Refund Check 111606-000, 958 CHILDS AVE	218.60	False
445348	4/18/2024	420-115-4450-00000	GIS - Mobile Data Collection/ Public GIS Portal	3,324.00	False
445349	4/18/2024	413-353-4390-00000	Straight Flute Tap	151.28	False
445349	4/18/2024	508-508-4390-00000	Aerosol Spray	13.79	False
445349	4/18/2024	001-364-4350-10023	Circuit Breaker	446.10	False
445349	4/18/2024	413-356-4390-35022	Straight Flute Tap	151.29	False
445349	4/18/2024	506-506-4390-00000	Transformer	40.36	False
445349	4/18/2024	413-353-4390-00000	Flute Tap	418.60	False
445349	4/18/2024	413-353-4390-00000	Flute Tap - RETURN	-302.57	False
445350	4/18/2024	419-000-2110-00000	Refund Check 112368-000, HYDRANT METER- E- HWY 101	626.12	False
445351	4/18/2024	419-371-4390-00000	2- 12" repair bands; 2 - 12" tapping saddles	1,937.57	False
445351	4/18/2024	419-371-4390-00000	(3)Gate valves; (16)SS repair bands; (12)Ford Brass Couplings	4,225.58	False
445351	4/18/2024	419-371-4390-00000	20 - Hydrant gasket sets (incl gaskets & break away bolts)	866.00	False
445351	4/18/2024	419-371-4390-00000	Water parts and fittings	1,436.44	False
445351	4/18/2024	419-371-4390-00000	Water Parts - RETURN	-2,897.13	False
445352	4/18/2024	413-351-4390-00000	Various lab supplies	991.87	False
445353	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5562	14.24	False
445353	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5664	374.73	False

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445353	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5664	37.47	False
445353	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5562	142.36	False
445354	4/18/2024	419-000-2110-00000	Refund Check 108014-003, 258 2ND ST #4	155.30	False
445355	4/18/2024	419-372-4409-41028	Water Main Repair Elk Valley Rd - BOV	627.85	False
445355	4/18/2024	419-372-4409-41028	Water Main Repair Elk Valley Rd - BOV	900.00	False
445357	4/18/2024	508-508-4390-00000	Flat Bar	58.58	False
445358	4/18/2024	413-120-4240-00000	UB Mailing Service - March 24	966.64	False
445358	4/18/2024	419-120-4240-00000	UB Mailing Service - March 24	966.65	False
445359	4/18/2024	001-113-4450-00000	Shredding service - 02/21-03/26/24	265.00	False
445360	4/18/2024	001-112-4430-00000	Radio Advertising - 03/15/24	13.00	False
445360	4/18/2024	412-100-4430-00000	Radio Advertising - 03/05-03/25	137.00	False
445360	4/18/2024	001-112-4430-00000	Radio Advertising - 03/15/24	13.00	False
445360	4/18/2024	001-480-4430-00000	Radio Advertising - 03/02-03/31	137.00	False
445360	4/18/2024	001-112-4430-00000	Radio Advertising - 03/01-03/28	137.00	False
445360	4/18/2024	001-112-4430-00000	Radio Advertising - 03/15/24	13.00	False
445361	4/18/2024	413-351-4450-00000	Window and wall repair at Lab	47,181.99	False
445362	4/18/2024	419-000-2110-00000	Refund Check 108283-000, 260 W ESSEX ST	183.71	False
445363	4/18/2024	001-240-4530-00000	3/24-3/26/24- ALICE training- Gold Beach; meals - FINAL	36.87	False
445364	4/18/2024	001-240-4530-00000	3/24-3/26/24- ALICE training- Gold Beach; meals - FINAL	36.87	False
445364	4/18/2024	001-240-4530-00000	3/17-3/18/24 - K9 Pickup - Chico - per diem meals- FINAL	76.70	False
445365	4/18/2024	419-000-2110-00000	Refund Check 112219-000, 510 KELLER AVE	210.03	False
445366	4/18/2024	001-470-4390-00000	tsunami fountain parts	1,656.98	False
445366	4/18/2024	001-470-4390-00000	Repair Kit	10.23	False
445366	4/18/2024	001-470-4390-00000	Male Adapter	4.69	False
445367	4/18/2024	001-480-3716-00000	Refund Swim Camp (x2)	150.00	False
445368	4/18/2024	419-000-2110-00000	Refund Check 112029-000, 632 PACIFIC AVE	136.03	False
445369	4/18/2024	419-000-2110-00000	Refund Check 107387-001, 333 MC NAMARA AVE	121.72	False
445370	4/18/2024	413-352-4470-00000	External testing for WWTP FY24	264.00	False
445371	4/18/2024	419-000-2110-00000	Refund Check 110310-000, 210 B ST	277.30	False
445372	4/18/2024	413-351-4320-00000	Laundry Service/Uniforms FY24	16.46	False
445372	4/18/2024	001-350-4370-00000	City Hall Mats	1.04	False
445372	4/18/2024	413-130-4370-00000	City Hall Mats	0.29	False
445372	4/18/2024	413-357-4370-00000	City Hall Mats	0.80	False
445372	4/18/2024	001-251-4370-00000	City Hall Mats	0.36	False
445372	4/18/2024	001-364-4370-00000	City Hall Mats	0.48	False
445372	4/18/2024	001-130-4370-00000	City Hall Mats	0.36	False
445372	4/18/2024	001-112-4370-00000	City Hall Mats	0.36	False
445372	4/18/2024	001-114-4370-00000	City Hall Mats	1.40	False
445372	4/18/2024	001-480-4370-00000	City Hall Mats	0.30	False
445372	4/18/2024	419-130-4370-00000	City Hall Mats	0.29	False
445372	4/18/2024	001-111-4370-00000	City Hall Mats	0.48	False
445372	4/18/2024	412-100-4370-00000	City Hall Mats	0.43	False
445372	4/18/2024	412-120-4370-00000	City Hall Mats	0.28	False

Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
445372	4/18/2024	413-120-4370-00000	City Hall Mats	2.71	False
445372	4/18/2024	419-120-4370-00000	City Hall Mats	2.71	False
445372	4/18/2024	413-352-4370-00000	City Hall Mats	0.22	False
445372	4/18/2024	001-250-4370-00000	City Hall Mats	0.31	False
445372	4/18/2024	413-353-4370-00000	City Hall Mats	0.45	False
445372	4/18/2024	419-111-4370-00000	City Hall Mats	0.46	False
445372	4/18/2024	420-115-4370-00000	City Hall Mats	2.76	False
445372	4/18/2024	001-470-4370-00000	City Hall Mats	0.26	False
445372	4/18/2024	001-120-4370-00000	City Hall Mats	2.45	False
445372	4/18/2024	001-471-4370-00000	City Hall Mats	0.14	False
445372	4/18/2024	419-371-4370-00000	City Hall Mats	1.73	False
445372	4/18/2024	001-480-4550-00000	Pool Mats	39.09	False
445372	4/18/2024	413-111-4370-00000	City Hall Mats	0.45	False
445372	4/18/2024	001-113-4370-00000	City Hall Mats	1.33	False
445372	4/18/2024	001-313-4370-00000	City Hall Mats	0.69	False
445372	4/18/2024	419-371-4370-00000	City Hall Mats	1.73	False
445372	4/18/2024	413-120-4370-00000	City Hall Mats	2.71	False
445372	4/18/2024	001-114-4370-00000	City Hall Mats	1.40	False
445372	4/18/2024	412-100-4370-00000	City Hall Mats	0.43	False
445372	4/18/2024	413-353-4320-00000	Laundry Service/Uniforms FY24	57.26	False
445372	4/18/2024	508-508-4320-00000	Laundry Service/Uniforms FY24	30.49	False
445372	4/18/2024	413-351-4320-00000	Laundry Service/Uniforms FY24	23.53	False
445372	4/18/2024	001-480-4550-00000	Pool Mats	39.09	False
445372	4/18/2024	413-111-4370-00000	City Hall Mats	0.45	False
445372	4/18/2024	001-111-4370-00000	City Hall Mats	0.48	False
445372	4/18/2024	419-111-4370-00000	City Hall Mats	0.46	False
445372	4/18/2024	001-364-4370-00000	City Hall Mats	0.48	False
445372	4/18/2024	001-113-4370-00000	City Hall Mats	1.33	False
445372	4/18/2024	420-115-4370-00000	City Hall Mats	2.76	False
445372	4/18/2024	001-130-4370-00000	City Hall Mats	0.36	False
445372	4/18/2024	001-120-4370-00000	City Hall Mats	2.45	False
445372	4/18/2024	001-350-4370-00000	City Hall Mats	1.04	False
445372	4/18/2024	419-130-4370-00000	City Hall Mats	0.29	False
445372	4/18/2024	001-313-4370-00000	City Hall Mats	0.69	False
445372	4/18/2024	001-112-4370-00000	City Hall Mats	0.36	False
445372	4/18/2024	413-357-4370-00000	City Hall Mats	0.80	False
445372	4/18/2024	419-120-4370-00000	City Hall Mats	2.71	False
445372	4/18/2024	001-250-4370-00000	City Hall Mats	0.31	False
445372	4/18/2024	413-353-4370-00000	City Hall Mats	0.45	False
445372	4/18/2024	001-470-4370-00000	City Hall Mats	0.26	False
445372	4/18/2024	412-120-4370-00000	City Hall Mats	0.28	False
445372	4/18/2024	413-352-4370-00000	City Hall Mats	0.22	False
445372	4/18/2024	001-251-4370-00000	City Hall Mats	0.36	False

Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
445372	4/18/2024	001-480-4370-00000	City Hall Mats	0.30	False
445372	4/18/2024	001-471-4370-00000	City Hall Mats	0.14	False
445372	4/18/2024	413-130-4370-00000	City Hall Mats	0.29	False
445372	4/18/2024	508-508-4320-00000	Laundry Service/Uniforms FY24	36.42	False
445372	4/18/2024	413-353-4320-00000	Laundry Service/Uniforms FY24	42.10	False
445373	4/18/2024	508-508-4390-00000	Muds Flaps	25.56	False
445374	4/18/2024	001-240-4391-00000	2 in car radios, ext speaker & adapter, incl programming	1,658.50	False
445375	4/18/2024	413-351-4390-00000	ACS Chemicals, Reagents, equipment, and misc supplies FY24	62.25	False
445376	4/18/2024	413-000-2110-00000	Refund Check 106718-000, 577 I ST #15	19.26	False
445376	4/18/2024	419-000-2110-00000	Refund Check 106718-000, 577 I ST #15	6.00	False
445377	4/18/2024	413-351-4685-00000	Annual proficiency testing to maintain ELAP certification	1,419.00	False
445377	4/18/2024	413-351-4685-00000	Annual proficiency testing to maintain ELAP certification	216.00	False
445377	4/18/2024	413-351-4685-00000	Annual proficiency testing to maintain ELAP certification	126.00	False
445378	4/18/2024	508-508-4390-00000	Micro V-Belt	42.21	False
445378	4/18/2024	508-508-4390-00000	Weather Stripping	51.93	False
445378	4/18/2024	508-508-4390-00000	Exterior Door Handle	20.32	False
445378	4/18/2024	508-508-4390-00000	Pliers	17.31	False
445378	4/18/2024	413-353-4390-00000	Wire Set- RETURN	-101.97	False
445378	4/18/2024	413-353-4390-00000	Wire Term, Boots, Wire	239.77	False
445378	4/18/2024	413-356-4390-35022	Wire Set- RETURN	-115.57	False
445379	4/18/2024	001-112-4210-00000	ITEM 12 Service:	0.46	False
445379	4/18/2024	001-113-4210-00000	ITEM 91 Service:	3.66	False
445379	4/18/2024	001-130-4210-00000	ITEM 12 Service:	0.46	False
445379	4/18/2024	413-120-4210-00000	ITEM 81 Service:	66.88	False
445379	4/18/2024	413-353-4210-35019	ITEM 64 Service:	59.21	False
445379	4/18/2024	001-114-4210-00000	ITEM 91 Service:	3.86	False
445379	4/18/2024	001-120-4210-00000	ITEM 12 Service:	3.15	False
445379	4/18/2024	419-111-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-371-4210-00000	ITEM 101 Service:	24.51	False
445379	4/18/2024	413-353-4210-35019	ITEM 83 Service:	133.75	False
445379	4/18/2024	412-120-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-130-4210-00000	ITEM 81 Service:	7.04	False
445379	4/18/2024	419-371-4210-00000	ITEM 61 Service:	9,651.43	False
445379	4/18/2024	413-130-4210-00000	ITEM 81 Service:	7.04	False
445379	4/18/2024	001-470-4210-00000	ITEM 106 Service:	31.88	False
445379	4/18/2024	419-130-4210-00000	ITEM 91 Service:	0.79	False
445379	4/18/2024	413-120-4210-00000	ITEM 91 Service:	7.45	False
445379	4/18/2024	001-364-4210-10023	ITEM 52 Service:	17.33	False
445379	4/18/2024	420-115-4210-00000	ITEM 91 Service:	7.59	False
445379	4/18/2024	001-112-4210-00000	ITEM 91 Service:	0.98	False
445379	4/18/2024	001-364-4210-10023	ITEM 88 Service:	389.97	False
445379	4/18/2024	001-240-4210-00000	ITEM 14 Service:	891.83	False
445379	4/18/2024	001-250-4210-00000	ITEM 85 Service:	0.00	False

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445379	4/18/2024	413-353-4210-35019	ITEM 86 Service:	80.19	False
445379	4/18/2024	001-470-4210-00000	ITEM 29 Service:	27.86	False
445379	4/18/2024	412-120-4210-00000	ITEM 81 Service:	7.04	False
445379	4/18/2024	001-111-4210-00000	ITEM 12 Service:	0.62	False
445379	4/18/2024	001-313-4210-00000	ITEM 91 Service:	1.89	False
445379	4/18/2024	412-100-4210-00000	ITEM 91 Service:	1.17	False
445379	4/18/2024	508-508-4210-00000	ITEM 33 Service:	598.88	False
445379	4/18/2024	001-250-4210-00000	ITEM 91 Service:	0.85	False
445379	4/18/2024	001-112-4210-00000	ITEM 81 Service:	8.80	False
445379	4/18/2024	413-130-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-371-4210-00000	ITEM 43 Service:	1,698.94	False
445379	4/18/2024	001-470-4210-00000	ITEM 81 Service:	6.45	False
445379	4/18/2024	001-364-4210-00000	ITEM 12 Service:	0.61	False
445379	4/18/2024	001-313-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-364-4210-10023	ITEM 77 Service:	2,723.91	False
445379	4/18/2024	001-113-4210-00000	ITEM 81 Service:	32.86	False
445379	4/18/2024	413-357-4210-00000	ITEM 91 Service:	2.22	False
445379	4/18/2024	001-471-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-251-4210-00000	ITEM 81 Service:	8.80	False
445379	4/18/2024	001-350-4210-00000	ITEM 91 Service:	2.87	False
445379	4/18/2024	001-313-4210-00000	ITEM 12 Service:	0.89	False
445379	4/18/2024	413-351-4210-00000	ITEM 11 Service:	1,771.35	False
445379	4/18/2024	420-115-4210-00000	ITEM 12 Service:	3.55	False
445379	4/18/2024	001-111-4210-00000	ITEM 81 Service:	11.73	False
445379	4/18/2024	413-353-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-114-4210-00000	ITEM 81 Service:	34.61	False
445379	4/18/2024	419-371-4210-00000	ITEM 81 Service:	42.83	False
445379	4/18/2024	413-353-4210-00000	ITEM 81 Service:	11.15	False
445379	4/18/2024	413-352-4210-00000	ITEM 81 Service:	5.28	False
445379	4/18/2024	413-111-4210-00000	ITEM 91 Service:	1.24	False
445379	4/18/2024	419-120-4210-00000	ITEM 91 Service:	7.45	False
445379	4/18/2024	419-371-4210-00000	ITEM 56 Service:	929.19	False
445379	4/18/2024	413-130-4210-00000	ITEM 91 Service:	0.79	False
445379	4/18/2024	508-508-4210-00000	ITEM 107 Service:	350.81	False
445379	4/18/2024	001-130-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-470-4210-00000	ITEM 12 Service:	0.34	False
445379	4/18/2024	001-313-4210-00000	ITEM 81 Service:	17.01	False
445379	4/18/2024	413-352-4210-00000	ITEM 12 Service:	0.28	False
445379	4/18/2024	001-364-4210-10023	ITEM 54 Service:	93.70	False
445379	4/18/2024	419-371-4210-00000	ITEM 100 Service:	22.06	False
445379	4/18/2024	413-357-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-470-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	413-353-4210-00000	ITEM 109 Service:	20.05	False

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445379	4/18/2024	001-470-4210-00000	ITEM 94 Service:	20.05	False
445379	4/18/2024	419-371-4210-00000	ITEM 58 Service:	1,125.61	False
445379	4/18/2024	412-100-4210-00000	ITEM 79 Service:	762.23	False
445379	4/18/2024	412-100-4210-00000	ITEM 81 Service:	10.56	False
445379	4/18/2024	412-100-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	413-357-4210-00000	ITEM 12 Service:	1.04	False
445379	4/18/2024	420-115-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-113-4210-00000	ITEM 12 Service:	1.71	False
445379	4/18/2024	413-120-4210-00000	ITEM 12 Service:	3.50	False
445379	4/18/2024	413-352-4210-00000	ITEM 91 Service:	0.58	False
445379	4/18/2024	001-120-4210-00000	ITEM 81 Service:	60.43	False
445379	4/18/2024	001-240-4210-00000	ITEM 99 Service:	24.29	False
445379	4/18/2024	412-120-4210-00000	ITEM 12 Service:	0.36	False
445379	4/18/2024	001-113-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-470-4210-00000	ITEM 17 Service:	61.02	False
445379	4/18/2024	419-371-4210-00000	ITEM 114 Service:	33.67	False
445379	4/18/2024	001-364-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	420-115-4210-00000	ITEM 81 Service:	68.05	False
445379	4/18/2024	001-470-4210-00000	ITEM 21 Service:	26.54	False
445379	4/18/2024	419-371-4210-00000	ITEM 119 Service:	28.31	False
445379	4/18/2024	001-120-4210-00000	ITEM 91 Service:	6.73	False
445379	4/18/2024	413-353-4210-35019	ITEM 78 Service:	161.20	False
445379	4/18/2024	001-251-4210-00000	ITEM 12 Service:	0.45	False
445379	4/18/2024	001-364-4210-10023	ITEM 121 Service:	8.61	False
445379	4/18/2024	419-111-4210-00000	ITEM 12 Service:	0.59	False
445379	4/18/2024	419-371-4210-00000	ITEM 105 Service:	26.97	False
445379	4/18/2024	001-471-4210-00000	ITEM 91 Service:	0.39	False
445379	4/18/2024	413-111-4210-00000	ITEM 81 Service:	11.14	False
445379	4/18/2024	001-111-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-371-4210-00000	ITEM 90 Service:	27.86	False
445379	4/18/2024	419-120-4210-00000	ITEM 12 Service:	3.49	False
445379	4/18/2024	001-114-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	508-508-4210-00000	ITEM 34 Service:	24.34	False
445379	4/18/2024	001-471-4210-00000	ITEM 27 Service:	4,223.90	False
445379	4/18/2024	413-130-4210-00000	ITEM 12 Service:	0.37	False
445379	4/18/2024	001-120-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-230-4210-00000	ITEM 75 Service:	741.72	False
445379	4/18/2024	001-350-4210-00000	ITEM 12 Service:	1.35	False
445379	4/18/2024	413-357-4210-00000	ITEM 81 Service:	19.94	False
445379	4/18/2024	412-100-4210-00000	ITEM 82 Service:	2,927.89	False
445379	4/18/2024	001-112-4210-00000	ITEM 85 Service:	448.58	False
445379	4/18/2024	001-364-4210-00000	ITEM 91 Service:	1.30	False
445379	4/18/2024	001-470-4210-00000	ITEM 92 Service:	57.10	False

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445379	4/18/2024	001-251-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-111-4210-00000	ITEM 81 Service:	11.14	False
445379	4/18/2024	001-364-4210-00000	ITEM 81 Service:	11.74	False
445379	4/18/2024	419-371-4210-00000	ITEM 91 Service:	4.78	False
445379	4/18/2024	419-371-4210-00000	ITEM 49 Service:	1,498.24	False
445379	4/18/2024	413-111-4210-00000	ITEM 12 Service:	0.58	False
445379	4/18/2024	001-350-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-471-4210-00000	ITEM 81 Service:	3.52	False
445379	4/18/2024	001-114-4210-00000	ITEM 12 Service:	1.81	False
445379	4/18/2024	419-120-4210-00000	ITEM 81 Service:	66.88	False
445379	4/18/2024	419-371-4210-00000	ITEM 12 Service:	2.24	False
445379	4/18/2024	413-353-4210-00000	ITEM 12 Service:	0.58	False
445379	4/18/2024	413-353-4210-00000	ITEM 91 Service:	1.25	False
445379	4/18/2024	001-350-4210-00000	ITEM 81 Service:	25.81	False
445379	4/18/2024	001-364-4210-10023	ITEM 116 Service:	139.91	False
445379	4/18/2024	001-480-4210-2020S	ITEM 25 Service:	4,322.69	False
445379	4/18/2024	001-470-4210-00000	ITEM 84 Service:	131.28	False
445379	4/18/2024	001-250-4210-00000	ITEM 12 Service:	0.40	False
445379	4/18/2024	001-470-4210-00000	ITEM 110 Service:	20.05	False
445379	4/18/2024	001-480-4210-00000	ITEM 91 Service:	0.85	False
445379	4/18/2024	001-111-4210-00000	ITEM 91 Service:	1.31	False
445379	4/18/2024	419-130-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-130-4210-00000	ITEM 12 Service:	0.36	False
445379	4/18/2024	413-120-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-364-4210-10023	ITEM 113 Service:	72.05	False
445379	4/18/2024	001-130-4210-00000	ITEM 81 Service:	8.80	False
445379	4/18/2024	001-470-4210-00000	ITEM 89 Service:	24.51	False
445379	4/18/2024	419-120-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-251-4210-00000	ITEM 91 Service:	0.98	False
445379	4/18/2024	001-364-4210-10023	ITEM 111 Service:	20.05	False
445379	4/18/2024	001-364-4210-10023	ITEM 117 Service:	62.24	False
445379	4/18/2024	001-480-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	413-353-4210-35019	ITEM 118 Service:	254.06	False
445379	4/18/2024	419-371-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	001-480-4210-00000	ITEM 12 Service:	0.40	False
445379	4/18/2024	001-470-4210-00000	ITEM 91 Service:	0.72	False
445379	4/18/2024	419-371-4210-00000	ITEM 102 Service:	89.67	False
445379	4/18/2024	001-471-4210-00000	ITEM 12 Service:	0.18	False
445379	4/18/2024	001-470-4210-00000	ITEM 93 Service:	285.21	False
445379	4/18/2024	001-470-4210-00000	ITEM 97 Service:	80.75	False
445379	4/18/2024	001-130-4210-00000	ITEM 91 Service:	0.98	False
445379	4/18/2024	413-353-4210-35019	ITEM 2 Service:	31.01	False
445379	4/18/2024	001-470-4210-00000	ITEM 95 Service:	37.24	False

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445379	4/18/2024	412-100-4210-00000	ITEM 12 Service:	0.55	False
445379	4/18/2024	413-111-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	419-111-4210-00000	ITEM 91 Service:	1.24	False
445379	4/18/2024	001-470-4210-00000	ITEM 103 Service:	30.98	False
445379	4/18/2024	001-480-4210-00000	ITEM 81 Service:	7.63	False
445379	4/18/2024	412-100-4210-00000	ITEM 80 Service:	1,125.27	False
445379	4/18/2024	419-371-4210-00000	ITEM 104 Service:	20.49	False
445379	4/18/2024	001-364-4210-10023	ITEM 115 Service:	240.78	False
445379	4/18/2024	508-508-4210-00000	ITEM 108 Service:	506.16	False
445379	4/18/2024	001-364-4210-10023	ITEM 53 Service:	1,717.09	False
445379	4/18/2024	001-470-4210-00000	ITEM 98 Service:	41.49	False
445379	4/18/2024	413-353-4210-35019	ITEM 112 Service:	72.50	False
445379	4/18/2024	419-371-4210-00000	ITEM 87 Service:	89.99	False
445379	4/18/2024	001-250-4210-00000	ITEM 81 Service:	7.63	False
445379	4/18/2024	001-364-4210-10023	ITEM 120 Service:	171.05	False
445379	4/18/2024	419-371-4210-00000	ITEM 42 Service:	1,336.59	False
445379	4/18/2024	001-470-4210-00000	ITEM 96 Service:	29.43	False
445379	4/18/2024	413-352-4210-00000	ITEM 85 Service:	0.00	False
445379	4/18/2024	412-120-4210-00000	ITEM 91 Service:	0.79	False
445380	4/18/2024	508-508-4390-00000	Solenoids	655.11	False
445380	4/18/2024	508-508-4390-00000	Solenoid - RETURN	-337.17	False
445381	4/18/2024	508-508-4390-00000	Function Selector Repair	398.23	False
445382	4/18/2024	001-240-4380-00000	Dog food for K9 Lt. Kai	112.58	False
445382	4/18/2024	001-240-4380-2020S	Dog food for Sgt. Koysta	140.73	False
445382	4/18/2024	001-240-4380-2020S	Dog food for K9 Lt. Murtaugh	112.58	False
445383	4/18/2024	419-000-2110-00000	Refund Check 111626-000, 2508.5 NORRIS AVE	40.28	False
445384	4/18/2024	001-240-4530-00000	3/24-3/26/24- ALICE training- Gold Beach; meals - FINAL	36.87	False
445385	4/18/2024	419-371-4390-00000	Panic Button	145.00	False
445386	4/18/2024	413-120-4240-00000	Postage Machine Rental - 05/01-07/31/24	35.30	False
445386	4/18/2024	001-120-4240-00000	Postage Machine Rental - 05/01-07/31/24	70.59	False
445386	4/18/2024	419-120-4240-00000	Postage Machine Rental - 05/01-07/31/24	35.30	False
445387	4/18/2024	506-506-4450-00000	BofA Roof Patch	220.00	False
445388	4/18/2024	412-100-4409-00000	Campspot billing for FY23/24 - 03/01-03/31/24	886.40	False
445389	4/18/2024	412-000-3570-00000	Cancelled with less than 72 hours - Conf # 6079	96.36	False
445389	4/18/2024	001-000-3221-00000	Cancelled with less than 72 hours - Conf # 6079	9.64	False
445390	4/18/2024	001-470-4450-00000	Cleaning of park restrooms - Feb 24	2,950.00	False
445390	4/18/2024	506-506-4450-00000	FY24 Janitorial Services - March 24	420.00	False
445391	4/18/2024	419-000-2110-00000	Refund Check 007125-002, 457 GRAND AVE	181.04	False
445392	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5858	68.82	False
445392	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5858	6.88	False
445393	4/18/2024	419-000-2110-00000	Refund Check 006692-000, 1605 FRANKLIN CT	13.60	False
445394	4/18/2024	001-240-4530-00000	3/24-3/26/24- ALICE training- Gold Beach; meals - FINAL	36.87	False
445395	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5753	206.36	False

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445395	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5753	20.64	False
445396	4/18/2024	901-470-4799-47011	Implementation of the Tolowa Coastal Stories Grant	13,450.00	False
445397	4/18/2024	419-000-2110-00000	Refund Check 110472-000, 1049 PACIFIC AVE #C	190.03	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services - Respiratory Training	100.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services- Respiratory Training	105.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services - Fit Test	70.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services - Spill Prevention	80.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services- Respiratory Protection Training	40.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services- Misc	315.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services- Fire Ext. Training	124.00	False
445398	4/18/2024	001-114-4409-00000	Safety Training Services - Fit Test	40.00	False
445399	4/18/2024	419-000-3731-00000	Refund for overpayment on water connection	1,276.85	False
445400	4/18/2024	001-364-4450-2020S	Front, Cooper & Joe Hamilton Striping	46,151.60	False
445401	4/18/2024	001-240-4530-00000	3/17-3/18/24 - K9 Pickup - Chico - per diem meals - FINAL	76.70	False
445402	4/18/2024	419-000-2110-00000	Refund Check 105703-000, 4981 KINGS VALLEY RD	11.26	False
445403	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5634	4.14	False
445403	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5634	41.36	False
445404	4/18/2024	001-230-4310-00000	Dry erase markers, tape	31.18	False
445404	4/18/2024	001-112-4390-00000	CH Office Supplies- Photo Prints	125.95	False
445405	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 5931	4.34	False
445405	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 5931	43.36	False
445406	4/18/2024	419-000-2110-00000	Refund Check 108774-000, 6701 HWY 101 NO	2,092.55	False
445407	4/18/2024	413-353-4390-00000	FY24 Annual Asphalt for road repair	131.68	False
445407	4/18/2024	001-364-4390-10025	FY24 Annual Asphalt for road repair	98.76	False
445407	4/18/2024	419-371-4390-00000	FY24 Annual Asphalt for road repair	427.96	False
445408	4/18/2024	001-480-3716-00000	Refund remaining annual pool membership	225.00	False
445409	4/18/2024	419-000-2110-00000	Refund Check 111264-000, 1049 PACIFIC AVE #B	101.44	False
445410	4/18/2024	419-000-2110-00000	Refund Check 111402-000, 640 8TH ST #B	171.09	False
445411	4/18/2024	001-240-4450-00000	Canon Copier Monthly Maint - 04/01-04/30/24	48.28	False
445412	4/18/2024	419-371-4390-00000	Water buffalo	1,299.00	False
445412	4/18/2024	413-353-4390-00000	Water buffalo	649.50	False
445412	4/18/2024	412-100-4390-00000	Water buffalo	2,598.00	False
445412	4/18/2024	001-364-4390-10025	Water buffalo	649.50	False
445412	4/18/2024	001-470-4390-00000	Water buffalo	1,299.00	False
445413	4/18/2024	419-371-4340-00000	FY24 Sodium Hypochlorite	1,525.81	False
445413	4/18/2024	412-000-1202-00000	FY24 Sodium Hypochlorite - Reimbursed	6,675.40	False
445414	4/18/2024	001-114-4530-00000	3M CREDIT: Respirator certificates (x@2)	58.00	False
445414	4/18/2024	420-000-1510-00000	FY25 - Springbrook Conference for IS Admin & IT/GIS Tech	1,790.00	False
445414	4/18/2024	413-111-4550-00000	CWEA: Renewal certificate	103.00	False
445414	4/18/2024	001-240-4530-00000	OXFORD SUITES: 3/17-3/18/24 - K9 Pickup - Chico - A. Lopez	131.29	False
445414	4/18/2024	420-115-4450-00000	EVOGOV: City website hosting	2,000.00	False
445414	4/18/2024	001-113-4450-00000	BEST SELF STORAGE: Physical document storage 3/1-4/1/24	200.00	False
445414	4/18/2024	420-115-4390-00000	APPLE.COM: iCloud data transfer	0.99	False

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445414	4/18/2024	001-110-4530-00000	CHEVRON: 3/5-3/9/24 - Fresno - PFMC Meeting- B. Inscore	42.53	False
445414	4/18/2024	001-251-4530-00000	INT'L CODE COUNCIL: Bldg Inspector training	305.00	False
445414	4/18/2024	001-113-4450-00000	STORWELL: Physcial document storage 3/1-3/31/24	235.00	False
445414	4/18/2024	420-115-4450-00000	WASABI TECH: Cloud storage - 02/10-03/09	6.76	False
445414	4/18/2024	001-470-4390-00000	ALASKAN COPPER: Freight charges	212.89	False
445414	4/18/2024	420-115-4312-00000	AMAZON: Windows 11 Pro licenses (x2)	198.00	False
445414	4/18/2024	001-112-4550-0ARPA	ADOBE: Photoshop for Grants Coordinator 01/22-02/21	20.99	False
445414	4/18/2024	420-115-4450-00000	ZOOM: Zoom licenses for staff 01/22-02/21	347.86	False
445414	4/18/2024	420-115-4450-00000	WASABITECH: Cloud storage 01/10-02/09	7.22	False
445414	4/18/2024	420-115-4450-00000	DNSFILTER: DNS Filtering 02/06-03/06	88.00	False
445414	4/18/2024	001-114-4240-00000	MAIL ROOM: Letter to employee	52.25	False
445414	4/18/2024	420-115-4312-00000	AMAZON: Windows 11 Pro license	99.00	False
445414	4/18/2024	420-115-4450-00000	DUO.COM: MFA for logins 02/08-03/08	210.00	False
445414	4/18/2024	420-115-4312-00000	RDXWORKS: RDX Cartridge for offsite backups	464.24	False
445414	4/18/2024	420-115-4450-00000	SPAM HERO: Spam filter	15.00	False
445414	4/18/2024	001-110-4530-00000	ARCO: 3/5-3/9/24 - Fresno - PFMC Meeting- B. Inscore	55.80	False
445414	4/18/2024	001-110-4530-00000	DOUBLETREE: 3/5-3/9/24 - Fresno - PFMC Meeting- B. Inscore	725.14	False
445414	4/18/2024	001-470-4390-00000	ALASKAN COPPER: REFUND for tsunami fountain part	-107.37	False
445414	4/18/2024	001-240-4471-00000	OFFGRID: Computer evidence bags	355.06	False
445414	4/18/2024	001-110-4530-00000	PILOT: 3/5-3/9/24 - Fresno - PFMC Meeting- B. Inscore	37.42	False
445414	4/18/2024	420-115-4450-00000	ZOOM: Zoom licenses for meetings - 02/22-03/21	347.86	False
445414	4/18/2024	419-371-4390-00000	BLUEALLY: Firewall renewals	303.91	False
445414	4/18/2024	420-115-4450-00000	SPLASHTOP: remote access renewal	3,750.00	False
445414	4/18/2024	420-115-4450-00000	DNSFILTER: DNS Filtering - 03/06-04/06	88.00	False
445414	4/18/2024	001-240-4530-00000	EXXON: 3/17-3/18/24 - K9 Pickup - Chico - A. Lopez	63.64	False
445414	4/18/2024	420-115-4450-00000	DUO.COM: MFA for City staff 03/08-04/08	210.00	False
445414	4/18/2024	001-112-4550-0ARPA	ADOBE: Photoshop subscriptions for Grants Coordinator 2/22-3/21	20.99	False
445414	4/18/2024	001-251-4550-00000	BUILDER'S BOOK INC: Builders book	100.58	False
445414	4/18/2024	001-230-4530-00000	RED HELMET: 3/13-3/17/24 - Fire Marshal 1D, Rancho -K. Carey	200.00	False
445414	4/18/2024	001-111-4240-00000	MAIL ROOM: Business Assistance Program docs	11.79	False
445414	4/18/2024	001-110-4530-00000	CHEVRON: 3/5-3/9/24 - Fresno - PFMC Meeting- B. Inscore	49.23	False
445414	4/18/2024	001-240-4530-00000	EXXON: 3/17-3/18/24 - K9 Pickup - Chico - A. Lopez	51.69	False
445414	4/18/2024	413-353-4390-00000	BLUEALLY: Firewall renewals	149.69	False
445414	4/18/2024	420-115-4312-00000	AMAZON: Windows 11 Pro licences	198.00	False
445414	4/18/2024	001-240-4530-00000	ARCO: 3/17-3/18/24 - K9 Pickup - Chico - A. Lopez	51.83	False
445414	4/18/2024	420-115-4312-00000	UI.COM: Upgraded wireless bridges	400.54	False
445414	4/18/2024	001-110-4530-00000	SPEEDEX: 3/5-3/9/24 - Fresno - PFMC Meeting- B. Inscore	16.35	False
445414	4/18/2024	420-115-4390-00000	APPLE.COM: iCloud data transfer	0.99	False
445414	4/18/2024	001-240-4390-0HERO	ETSY: Sign for station	319.22	False
445415	4/18/2024	419-371-4230-00000	Water SCADA Cellular	296.99	False
445416	4/18/2024	001-000-3221-00000	Cancelled with more than 72 hours - Conf # 6088	15.14	False
445416	4/18/2024	412-000-3570-00000	Cancelled with more than 72 hours - Conf # 6088	151.36	False
445417	4/18/2024	913-352-4799-35221	WWTP Influent Gate + sales tax (WQ22-A-38797)	181.56	False

Check Numbe	Check Date	Acct 1	Description	Amount	Selected For Void
445418	4/18/2024	001-240-4390-00000	Powdercoated 12 shotgun barrels	300.00	False
445419	4/18/2024	506-506-4450-00000	Annual backflow device testing at WWTP & Lab	650.00	False
445420	4/18/2024	420-115-4450-00000	Illumio Subscription Renewal	7,127.73	False
				<hr/>	
				<hr/>	
				683,545.02	
				<hr/>	
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AP

4-06-24 to 4-19-24 Housing

User: kbates@crenscntcity.org
 Printed: 4/23/2024 5:25:16 PM

REVIEWED
 kbates , 4/23/2024, 5:28:50 PM



Check Date	Check Number	Description	Amount	Selected For Void
4/18/2024	445379	ITEM 85 Service:	0.00	False
4/18/2024	445372	City Hall Mats	0.24	False
4/18/2024	445372	City Hall Mats	0.24	False
4/18/2024	445307	CH Office Supplies	0.30	False
4/18/2024	445379	ITEM 12 Service:	0.31	False
4/18/2024	445307	CH Office Supplies	0.34	False
4/18/2024	445307	CH Office Supplies	0.41	False
4/18/2024	445307	CH Office Supplies	0.64	False
4/18/2024	445379	ITEM 91 Service:	0.65	False
4/18/2024	445343	707 465-1719 upstairs fax	1.12	False
4/18/2024	445343	707 465-4405 downstairs fax	1.13	False
4/18/2024	445320	Internet Service -	3.36	False
4/18/2024	445379	ITEM 81 Service:	5.86	False
4/18/2024	445318	Monthly maintenance - Canon Copier - 02/25-03/24/24	15.51	False
4/18/2024	445307	Office Supplies- Calculator ribbon ink	18.60	False
4/18/2024	445307	Wireless Keyboard	22.61	False
4/18/2024	445379	ITEM 23 Service:	23.85	False
4/18/2024	445318	Monthly maintenance - Canon Copier - 03/25-04/24/24	26.56	False
4/18/2024	445343	707-464-2692 HA Fax Line	131.05	False
4/18/2024	445307	Office Supplies - Folders	133.91	False
4/18/2024	445379	ITEM 66 Service:	347.34	False
4/18/2024	445356	Forms & printing	529.10	False
			<hr/> <hr/>	
			1,263.13	
			<hr/> <hr/>	



CITY OF CRESCENT CITY

Mayor Blake Inscore

Council Member Jason Greenough

Council Member Isaiah Wright

Mayor Pro Tem Ray Altman

Council Member Kelly Schellong

MINUTES
SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF CRESCENT CITY
WASTEWATER TREATMENT FACILITY CONFERENCE ROOM
210 BATTERY STREET
CRESCENT CITY, CA 95531

MONDAY

APRIL 8, 2024

5:30 P.M.

OPEN SESSION

Call to order Mayor Inscore called the meeting to order at 5:31 p.m.

Roll call Council Members present: Council Member Jason Greenough, Council Member Kelly Schellong, Council Member Isaiah Wright, Mayor Pro Tem Ray Altman, and Mayor Blake Inscore
Staff members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Altman, Public Works Director Dave Yeager, Housing Authority Executive Director Megan Miller, and Police Chief Richard Griffin

Pledge of Allegiance led by Mayor Inscore

PUBLIC COMMENT PERIOD

The following residents addressed the Council:

Jamie Yarborough: asked the Council to consider being a part of the Collaborative Coop Aggregate so that our power bills can be lowered. Redwood Alternative Energy Source took off and lowered residents power bills. Wants to better understand the MBR, who pays for it, who maintains it and what is the cost?

Donna Westfall: Would like the idea of a Community Collaborative Aggregate as Pacific Power is raising their rates. Also spoke about government employees' wages and getting raises. Would like a presentation on a community collaborative aggregate.

NEW BUSINESS

1. **Technical Assistance Planning Grant Amendment for the Design of WWTP Rotating Biological Contactor (RBC) Capital Upgrade, Membrane Bioreactor (MBR) Replacement and Biosolids/Digester Optimization Project**
 - *Recommendation: Hear staff report*
 - *Technical questions from the Council*
 - *Receive public comment*
 - *Further Council discussion*

- *Approve and adopt Resolution No. 2024-22, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING AMENDMENT NO. 1 WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PURPOSE OF PROJECT NUMBER C-06-8558-110 AND RBC CAPITAL UPGRADE, MBR MEMBRANE REPLACEMENT, AND BIOSOLIDS/DIGESTER OPTIMIZATION PROJECT*
- *Approve and adopt Resolution No. 2024-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY*

City Manager Wier gave a brief history of the WWTP. The upgrade was done in 2007 and before that, the City was on a cease and desist order from the State as we were not providing quality water. This item tonight is a “must do”. The original loan for the WWTP upgrade was an SRF loan for \$42million. Over time, the State made it a zero-interest loan for 30 years. The RBCs were put in back in the 1970s and are beginning to fail; the new upgrade put in an MBR. We are making our permit limits because of the RBC and MBR working together. The RBCs are now starting to fail. In 2021, the City was awarded a grant for \$392k from the State Water Resources Control Board. With this funding, we were able to hire Jacobs to work through the various phases of the WWTP. They have discovered what needs to be upgraded in the Plant, the RBC, MBR, and biosolids/digester. What is before the Council is to increase the budget to \$951,243. This is a State funded grant, will not cost the City anything, it is a forgivable loan. The total of \$17,430,000 is for construction costs which will be a fully funded forgivable loan. Kevin Kennedy, of Jacobs, explained the MBR and that they were replaced a year ago and by doing so, it reduced the overall operating cost. The digester, built in the 1950s, needs rehabilitation badly. To keep the Plant operational during construction, one digester at a time will be rehabilitated.

Jamie Yarborough: asked if there was mention in the proposal of generating electricity via methane; *City Manager Wier stated that due to our size, it wouldn't be efficient for us to generate electricity in that fashion.*

Donna Westfall: Did Jim Barnts work for the City when the Plant was upgraded, did Jim Barnts bury toxic materials, still looking for the 11% expansion rate of the WWTP.

Council Member Greenough asked how the City would be reimbursed for the loan; City Manager Wier said we do the work and submit for reimbursement that usually only takes a couple of months. Mayor Inscore if work is already completed, will it reduce the total amount? City Manager Wier stated that the design will include constraints down the road. The design can get done now to 30% and two applications will be done which will not affect the ratepayers at all.

On a motion by Council Member Schellong, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved and adopted Resolution No. 2024-22, , A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING AMENDMENT NO. 1 WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE PURPOSE OF PROJECT NUMBER C-06-8558-110 AND RBC CAPITAL UPGRADE, MBR MEMBRANE REPLACEMENT, AND BIOSOLIDS/DIGESTER OPTIMIZATION PROJECT and approve and adopt Resolution No. 2024-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY

Mayor Inscore adjourned the Council meeting and convened as the Crescent City Housing Authority at 5:58 p.m.

ADJOURN TO THE CRESCENT CITY HOUSING AUTHORITY

(Minutes in the next agenda of the CCHA)

RECONVENE THE CITY COUNCIL MEETING

Mayor Inscore reconvened the City Council meeting at 6:09 p.m.

CITY COUNCIL ITEMS

- **City Manager Report and City Council Directives** – City Manager Wier reported that the Japanese Delegation will be arriving on Thursday. Mayor Inscore stated that there will be a total of 9 members of the delegation, 7 of which who have never been Stateside. He listed the Kamome Event list of activities.

Council Member Schellong stated that a constituent wanted her to bring up the benches on Pebble Beach Drive so they are not lost to the slide.

City Manager Wier stated there was a three-hour Measure S Oversight Committee meeting that went very well.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 6:16 p.m. to the regular meeting of the City Council of the City of Crescent City on Monday, April 15, 2024 at 6:00 p.m. in the Flynn Center, 981 H Street, Crescent City, CA 95531.

POSTED:

Robin Altman
City Clerk/Administrative Analyst



CITY OF CRESCENT CITY

Mayor Blake Inscore

Council Member Jason Greenough

Council Member Isaiah Wright

Mayor Pro Tem Ray Altman

Council Member Kelly Schellong

MINUTES

REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF CRESCENT CITY AND THE CRESCENT CITY
HOUSING AUTHORITY BOARD OF DIRECTORS
FLYNN CENTER BOARD CHAMBERS
981 H STREET
CRESCENT CITY, CA 95531

MONDAY

APRIL 15, 2024

6:00 P.M.

OPEN SESSION

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

Roll call Council Members present: Council Member Jason Greenough, Council Member Kelly Schellong, Council Member Isaiah Wright, Mayor Pro Tem Ray Altman and Mayor Blake Inscore
Staff members present: City Manager Eric Wier, City Attorney Martha Rice, City Clerk/Administrative Analyst Robin Altman, Economic Development and Recreation Director Ashley Taylor, Public Works Director Dave Yeager, Public Works Maintenance Manager Jason Wylie (via Zoom) Housing Authority Executive Director Megan Miller and Grants Coordinator Bridget Lacey (via Zoom)

Pledge of Allegiance led by Mayor Inscore

CEREMONIAL ITEMS - None

REPORTS AND PRESENTATIONS

PUBLIC COMMENT PERIOD

The following residents addressed the Council:

Wouter Roorda: spoke about a neighboring property that has erected a fence without a permit and is obstructing public access and the viewshed.

Mayor Inscore asked for that property to be on the next closed session agenda, the Council was in unanimous consensus to add that item.

CONSENT CALENDAR

1. Warrant Claims List

- *Recommendation: Receive and file the warrant claims list for the period March 23, 2024 through April 5, 2024.*

2. Council Meeting Minutes

- *Recommendation: Approve and adopt the April 1, 2024 meeting minutes of the City Council.*

3. Payroll Report

- *Recommendation: Receive and file the biweekly payroll reports for the period ending April 6, 2024, paid April 12, 2024.*

4. Declaring the Continuance of an Emergency Due to Continuous Slide Activity Along Pebble Beach Drive

- *Recommendation: Declare by a 4/5 vote that there is a need to continue the emergency action for the continuous slide activity along Pebble Beach Drive between 7th and 8th Streets per Public Contract code § 22050*

5. CCPD Grant Application 2024 – ABC Alcohol Policing Partnership Program

- *Recommendation: Ratify the City Manager's signature on the ABC Alcohol Policing Partnership Program grant application for \$23,911*

6. H-GAC Interlocal Contract for Cooperative Purchasing

- *Recommendation: Approve and authorize the City Manager to sign the H-GAC Interlocal Contract for Cooperative Purchasing*

Council Member Schellong asked for item 1 to be pulled from the consent calendar as she will be recusing herself due to a conflict of interest with her current employer and item 6 for discussion.

There were no public comments on consent calendar items #2-5.

On a motion by Council Member Schellong, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted the consent calendar consisting of items 2-5 as presented.

There were no public comments on consent calendar item #1.

On a motion by Council Member Wright, seconded by Council Member Greenough, and carried on a 4-0-1 polled vote with Council Member Schellong recusing herself, the City Council of the City of Crescent City adopted item 1 of the consent calendar as presented.

Council Member Schellong asked about item 6 and if this would keep us from procuring items from local businesses; City Attorney Rice said no this is not an exclusive contract, it is just another option.

There were no public comments on consent calendar item #6.

On a motion by Council Member Schellong, seconded by Council Member Wright and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted item 6 of the consent calendar as presented.

PUBLIC HEARING

7. Public Hearing to Close Out Grant 20-CDBG-12011, North Coast Rape Crisis Team – Sexual Assault Services

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

- *Close public hearing*
- *Further Council discussion*
- *Approve the final accomplishments under the Community Development Block Grant contract #20-CDBG-12011, North Coast Rape Crisis Team – Sexual Assault Services; and*
- *Direct staff to submit the final closeout documents to the Department of Housing and Community Development (HCD)*

Mayor Inscore opened the public hearing at 6:09 p.m.

City Manager Wier explained the process for closing out this grant and introduced Amanda LeBlanc from North Coast Rape Crisis Team. Ms. LeBlanc spoke to the Council in regards to the services provided by NCRCT which are free and confidential to survivors of sexualized violence and their significant others. She stated that they have just hired four nurses that can conduct sexual assault exams. She gave some statistics of those who they have provided services to as well as the support they have received such as cellphones, phone minute cards, etc. She stated that it is unfortunate that this grant is ending and funding is being cut starting in October. NCRCT has taken on grant writing to help continue services here locally. Council Member Schellong stated she is very thankful for the services the survivors receive. Council Member Greenough stated the work of NCRCT has a huge effect on our community. Mayor Inscore stated that when they are submitting applications for grant funding to make sure to reach out to the City for letters of support. City Manager Wier stated that the 2024 NOFA for CDBG has not been released yet, the City is asking for services such as NCRCT to be funded.

There were no comments from the public.

Mayor Inscore closed the public hearing at 6:18 p.m.

On a motion by Council Member Greenough, seconded by Council Member Schellong, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved the final accomplishments under the Community Development Block Grant contract #20-CDBG-12011, North Coast Rape Crisis Team – Sexual Assault Services and directed staff to submit the final closeout documents to the Department of Housing and Community Development (HCD).

ADJOURN TO THE CRESCENT CITY HOUSING AUTHORITY

(Minutes in the next agenda of the CCHA)

RECONVENE THE CITY COUNCIL MEETING

Mayor Inscore reconvened the City Council meeting at 6:24 p.m.

CONTINUING BUSINESS - None

NEW BUSINESS

10. DANCO Low-Income Senior Housing Development (Harbor Point) Located at 655 H Street

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve and authorize the City Manager to sign the Estoppel Certificate, Amendment and Assignment and Assumption Agreement (Disposition and Development Agreement regarding 655 H Street)*

- *Approve and authorize the City Manager to sign the grant deed and financing documents for the transfer of 655 H Street to Crescent City H Street LP*
- *Approve and authorize the City Manager to sign financing documents for the \$4.75 million CPLHA loan in substantially the same form as those presented and as approved by the City Attorney*

City Attorney Rice explained the project's history and that now it is ready for an allocation grant. A new disposition/development agreement was entered into with Danco as well as PBVs; they were awarded the low-income tax credits, and the deal will close Wednesday with construction to begin shortly. The property will be required to be affordable housing for 55 years into the future. So that the limited tax credits can be obtained, the documents needed to be under Crescent City H Street LP instead of Danco. \$250k administration of the grant will be received by the City. The outstanding balance will own simple interest at 3% per year. Council Member Schellong asked if this property had went through a receivership several years ago; City Attorney Rice stated that she is not sure how the RDA paid for it, there could have been a payoff of the lien that was on the property. It was initially a receivership property so it could be demolished. Council Member Greenough asked if this is a loan to Danco; City Attorney Rice stated it is a state grant to the City and we are loaning it to Danco. This will not cause us any cash flow issues, there is no money that needs to be fronted. Mayor Inscore asked for any timeline updates; McKenzie Dibble, Project Manager for Danco; stated that the targeted date for closing is April 17th and then next Monday construction will start, to be completed by October 2025. Mayor Inscore went over the history of the project and the challenges that were met, is very happy that this project is coming to fruition and appreciates Danco sticking with the project.

There were no comments from the public.

On a motion by Council Member Schellong, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved and authorized the City Manager to sign the Estoppel Certificate, Amendment and Assignment and Assumption Agreement (Disposition and Development Agreement regarding 655 H Street), approve and authorize the City Manager to sign the grant deed and financing documents for the transfer of 655 H Street to Crescent City H Street LP, and approve and authorize the City Manager to sign financing documents for the \$4.75 million CPLHA loan in substantially the same form as those presented and as approved by the City Attorney.

CITY COUNCIL ITEMS

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

Council Member Greenough: attended the Kamome Festival and a dinner with the Japanese Delegation.

Council Member Wright: attended the dinner with the Japanese Delegation dinner on Saturday.

Council Member Schellong: attended the Kamome Festival events as well as the dinner with the Japanese Delegation.

Mayor Pro Tem Altman: nothing to report

Mayor Inscore: travelled to San Francisco to meet the Delegation and to meet with the new Consul General of Japan and had dinner. The Prime Minister of Japan was meeting with President Biden in Washington about some educational exchanges. This opened up the door for discussions with the Consul General. Mayor Inscore stated that the Delegation was very appreciative of their reception into Crescent City and the warm welcome they received from the community. Council Member Schellong stated that someone at the event said that the City is bringing together the community more than they can imagine.

➤ Legislative Matters – None

- **City Manager Report and City Council Directives** – City Manager Wier stated that Director Taylor and staff did a great job on the event. The First Responders present were a great piece for emergency preparedness and Police Department Volunteer Gloria Bobertz had her comfort dog there. City Manager Wier stated that the cultural piece of the event was incredible and really represented our community's togetherness. There were the Hmong dancers, the Tolowa Dee-Ni Nation, along with the delegation from Rikuzentakata. The community came out and became very engaged and filled the Cultural Center.
- Housing projects – City Manager Wier stated that Director Yeager is working very hard to make sure the contractors have the appropriate permits, the consultants have been a huge help for plan checks, City Attorney Rice has worked quickly to get the agreements together and to meet deadlines. There are 162 units ready to go, the 40 senior units for Battery Point should be ready to be occupied January of 2025
- Pebble Beach Drive – City Manager Wier stated that due to the expense of the project, there still is no answer from the State for funding from the declaration of an emergency. Having this project funded may set a precedence for other small communities. Progress has been made, just no definitive answers yet. Senator McGuire has been very active in trying to find solutions for the City.

ADJOURNMENT

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 7:04 p.m. to the regular meeting of the City Council of the City of Crescent City on Monday, May 6, 2024 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

ATTEST:

Robin Altman
City Clerk/Administrative Analyst

City of Crescent City					
Biweekly Payroll Report					
Payroll Ending 04/20/24					
Pay Date 04/26/2024					
Check Numbers: 111170-111179 (Plus Direct Deposits)					
Home Dept.	Regular Pay	Overtime	Gross Pay	Employees	Notes
City Council (110)	1,409.84	-	1,409.84	5	
Administration (111)	15,457.34	425.35	15,882.69	4	
Econ Dev / Grants (112)	7,890.52	267.46	8,157.98	3	
Human Resources (114)	-	-	-	0	
Finance (120)	14,030.47	107.75	14,138.22	6	
City Attorney (130)	5,128.08	-	5,128.08	1	
Fire (230)	17,915.62	102.50	18,018.12	5	
Police (240)	46,532.82	10,789.06	57,321.88	16	
Planning (313)	2,994.82	-	2,994.82	2	
Public Works (350)	53,749.90	1,547.24	55,297.14	24	
Recreation (450)	1,724.20	-	1,724.20	1	
Swimming Pool (480)	15,385.09	-	15,385.09	22	
Housing (490)	10,984.31	-	10,984.31	4	
	193,203.01	13,239.36	206,442.37	93	
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 INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: MARTHA D. RICE, CITY ATTORNEY
DAVID YEAGER, DIRECTOR OF PUBLIC WORKS**

DATE: MAY 6, 2024

**SUBJECT: DECLARING THE CONTINUANCE OF AN EMERGENCY DUE TO
CONTINUOUS SLIDE ACTIVITY ALONG PEBBLE BEACH DRIVE**

RECOMMENDATION

- Declare by a 4/5 vote that there is a need to continue the emergency action for the continuous slide activity along Pebble Beach Drive between 7th and 8th Streets per Public Contract code § 22050

BACKGROUND

At the February 5th City Council meeting, the Council declared an emergency pursuant to Public Contract Code Section 22050. This declaration of emergency allows the City to by pass the normal competitive bidding process in order to procure services and contractors to address the emergency; in this case, the continual slide activity that has undermined a section of Pebble Beach Drive between 7th and 8th Streets.

As of the posting of this agenda there are not any additional updates or significant changes in the current emergency. City staff are maintaining communication with Coastal Commission staff regarding permitting and Caltrans / California Office of Emergency Services regarding funding as well as engaging with State Senator McGuire's and Congressman Huffman's Office. These meetings have been productive and all agencies are fully aware of the emergency situation as well as the funding challenges. The last conversation with the California Office of Emergency Services indicated they are actively working on evaluating this project, although they could not commit to an exact timeframe when a determination will be made.

As a reminder, the City has applied for Emergency Opening (EO) funding with Federal Highways Administration (FHWA) and administered through Cal Trans. If approved, EO funding is 100% reimbursable. If granted the EO funding has to be spent within 270 days. These funds are intended to cover only the immediate costs to stabilize the emergency, reopen the roadway, and provide for public safety. Current estimated emergency repair

costs range from \$3 to \$7 million depending on the scope of work that is granted. It is not yet guaranteed that EO will be granted. If granted, the timeline for reimbursement is also not yet known and if advanced funds are not made available could create significant cash flow concerns.

The City has already been approved for approximately \$32 million in Emergency Relief (ER) funding for a permanent fix for a longer stretch of Pebble Beach Drive including the area that has caused the road failure. The project has stalled, however, in part due to the fact that the funds are disbursed only after the project is completed. The City does not have the ability to front the funds for a \$32 million project. While waiting on the EO funding approval, staff is also looking at all potential alternatives to be able to implement a feasible project. State Senator McGuire recently visited the area, met with the City Manager, Mayor Inscore, and Mayor Pro Tem Altman and continues to work on behalf of the City to try find funding solutions at the State level.

ANALYSIS

The Public Contract Code requires the City to revisit whether an emergency declaration allowing the City to contract without formal bids is still necessary at each regular meeting. It is necessary to continue the emergency action as the slide has yet to be fixed. It remains in the City's best interest to have the road repaired as soon as possible as each storm / rain event causes further erosion and undermining of the road. The road's condition presents a danger to the health and safety of the public. Until the City receives funding to fix the failing road, timelines and methods remain unknown. However, in order to mitigate damage as much as possible, funding, design and construction will all need to come together in a very short window of time. This window is not enough time to competitively let bids for design and then construction.

FISCAL ANALYSIS

Continuing the emergency will not result in any direct fiscal impact.

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

- A. Enhance collaboration with other agencies and the community to better aid the public.
- B. Empower and utilize Police, Fire, and Public Works departments to make Crescent City one of the safest cities in the United States.
- C. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

ATTACHMENTS

None.



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: MAY 6, 2024

**SUBJECT: HAMBRO CONTRACT FOR WASTEWATER TREATMENT PLANT
SLUDGE HAULING AND DISPOSAL**

RECOMMENDATION

- Approve and authorize City Manager to sign an Agreement Hambro WSG for the for the Wastewater Sludge Hauling and Disposal Services

BACKGROUND

On August 11, 2010, the Del Norte County Solid Waste Management Authority entered into a franchise agreement with Recology Del Norte for solid waste and recyclables collection services for Crescent City and Del Norte County. This agreement provides a provision for the collection, transportation, and disposal of the WWTP sludge. The City also has the option to contract with a non-franchised company to haul and dispose of sludge directly from the Waste Water Treatment Plant.

In 2011, following a competitive procurement, the City Council entered a 10-year contract with Hambro/WSG (#C2496796) for the purpose of collecting, transporting, and disposing of municipal sludge from the City's WWTP. The base fee was \$114.75/ton with an annual increase equal to 85% of CPI-U effective on the first of July each year. Hambro was responsible for the storing of sludge at the WWTP in a container supplied by Hambro and removal on an as-needed basis with sufficient notice.

On January 22, 2013, the contract was amended to eliminate the use of Snoozie Shavings as a sub-contractor whereby Hambro/WSG became the sole provider of services (no subcontractor). The second amendment dated October 20, 2021 extended the term of the agreement until December 1, 2022. The third amendment extended the term of the contract through June 30, 2024 and increased the base fee to \$174.58 per ton, with a 10% (\$192.04 per ton) surcharge on weekends, and a 25% (\$218.23 per ton) surcharge on holidays. The fee increase exceeded the CPI-U index restriction from the original contract due to the length of time since the original contract and the unusually high inflation that existed at the time.

In consultation with the City's Wastewater Treatment Plant operator, it will be several years before it may be possible to offer a higher quality biosolid (sludge) that could be used for beneficial reuse rather than being disposed at a landfill.

On March 4, 2024, the City Council authorized staff to publish the Request for Proposals (RFP) No. 2024-WWSL for sludge hauling and disposal services. The RFP was published on the following day. Proposals were opened on April 18, 2024 at 4:00pm.

ITEM ANALYSIS

Hambro/WSG submitted the only responsive proposal to the RFP. The contents of their proposal remains unchanged from their current contract with the exception of increasing the fee annually by 100% (rather than 85%) of the CPI-U index factor.

Pursuant to the agreement, Hambro/WSG will perform services as follows:

- A high-capacity dump truck will remain onsite stored inside the dewatering building to receive the solid waste as it comes off the belt press.
- Grit screenings will be collected in 2-yard capacity self-dumping bins from the primary settling tanks.
- Sludge & Grit will be stored at Hambro's properly licensed facility until a larger trailer is filled for disposal at the Dry Creek Landfill in White City, Oregon.
- Pickup is available 24 hours a day, 7 days a week with a 10% surcharge for weekends and a 25% surcharge for Holidays

The agreement will be for an initial term of 5 years. The City will have the option to extend the contract for up to a maximum of an additional five years.

FISCAL ANALYSIS

Rate Structure:

- Rate of \$174.58 per ton for weekdays
- Rate of \$192.04 per ton for weekends
- Rate of \$218.23 per ton for 6 holidays
- CPI index factor of 100% of the base rate CPI – adjusted annually on July 1st

Estimating the annual cost of sludge hauling and disposal from the average WWTP production of 1,200 tons at \$175/ton yields an annual cost of \$210,000 for disposal services. This cost is included in the annual Sewer Fund budget.

STRATEGIC PLAN

This action supports the following Strategic Plan Goals:

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

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

ATTACHMENTS

1. Agreement with Hambro WSG for Wastewater Sludge Hauling and Disposal Services

CITY OF CRESCENT CITY
AGREEMENT FOR WASTEWATER SLUDGE HAULING & DISPOSAL SERVICES

This agreement for wastewater sludge hauling and disposal services ("Agreement") is hereby entered into this ____ day of _____ 2024, by and between the City of Crescent City, a California municipal corporation ("CITY") and Hambro/WSG, a California corporation ("CONTRACTOR").

RECITALS

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

WHEREAS, CITY solicited proposals through a formal Request for Proposal process to obtain proposals for the hauling and disposal of CITY'S wastewater sludge; and

WHEREAS, CITY evaluated the proposals received and CONTRACTOR was selected to provide services as described herein.

AGREEMENT

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

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

2. SCOPE OF SERVICES.

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

2.2. SCHEDULE FOR PERFORMANCE. CONTRACTOR must perform the services identified in Exhibit "A" as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

2.3. STANDARD OF QUALITY. All work performed by CONTRACTOR under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR 'S field of expertise. CONTRACTOR is solely responsible for obtaining all legal required certifications and permits to transport and dispose of CITY'S wastewater sludge.

- 2.4. COMPLIANCE WITH LAWS.** CONTRACTOR must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONTRACTOR represents and warrants to CITY that CONTRACTOR will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for CONTRACTOR to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement, including a City business license.
- 2.5. PERSONNEL.** CONTRACTOR agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement. Failure to assign such competent personnel will constitute grounds for termination of this Agreement by CITY.
- 2.6. COMMENCEMENT OF SERVICES.** CONTRACTOR may not commence services until this Agreement has been fully executed and CONTRACTOR has obtained all required licenses, insurance policies, and other authorizations required by this Agreement. In addition, CONTRACTOR may not begin work until CITY issues a Notice to Proceed.

3. COMPENSATION.

- 3.1. SCHEDULE OF PAYMENT.** The compensation to be paid by CITY to CONTRACTOR for the services rendered hereunder will be based on the per tonnage rates as specified in Exhibit "B" attached hereto and incorporated herein by this reference.
- 3.2. ADDITIONAL SERVICES.** CITY will make no payment to CONTRACTOR for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.
- 3.3. INVOICING AND PAYMENT.** CONTRACTOR must submit monthly invoices based on certified scale receipts. All invoices must include weigh slips from a certified scale to verify the net tonnage being invoiced. CONTRACTOR must provide CITY with documentation of its annual certification of the scale used for invoicing. CITY will pay CONTRACTOR within 30 days of the date of CONTRACTOR's invoice. If there is a dispute as to one or more line items on the invoice, CITY will pay the undisputed portion within 30 days of receipt. The parties will exercise good faith and diligence in the resolution of any disputed invoice amounts and CITY will pay promptly upon resolution of the dispute. All undisputed past due invoices will accrue interest at the rate of 1.5% per month beginning on day 31 following the date of invoice.

- 4. TERM OF AGREEMENT.** This Agreement is effective as of July 1, 2024 and will remain in effect until June 30, 2030, unless otherwise amended pursuant to Section 7, or terminated pursuant to Section 6. CITY shall have the option to extend this Agreement for a subsequent term(s) of one or more years for up to 5 additional years upon providing CONTRACTOR with 180 days advance written notice of its decision to extend the Agreement and the length of the extension.
- 5. DEFAULT.** Each of the following constitutes an Event of Default under this agreement:
- a. Failure to Cure.** The failure to cure any material breach within seventy-two (72) hours of written notice from the other Party is an Event of Default. If the nature of the breach is, however, such that it can be cured but will reasonably require more than seventy-two hours (72) to cure, the defaulting Party will not be in default so long as it promptly commences and diligently proceeds to cure the breach.
 - b. Danger to Public Health.** Any act or omission by CONTRACTOR that poses a significant danger to the health, welfare or safety of the public is an Event of Default.
 - c. Permit Lapse or Revocation.** The lapse or revocation of a required permit from any state or federal agency that is necessary to legally perform the services required under this Agreement is an Event of Default.
 - d. Insurance Lapse.** The lapse of an insurance policy or a change in an insurance policy such that it does not conform to the requirements of this Agreement, is an Event of Default.
 - e. Failure to Communicate Regulatory Action.** If CONTRACTOR fails to notify CITY in a timely manner of any notice of violation or other official communication from those state or federal agencies regulating the collection, transportation or disposal of municipal sludge is an Event of Default.
 - f. Bankruptcy.** If CONTRACTOR files a voluntary petition for debt relief under any applicable, bankruptcy, insolvency, debtor relief, or other similar law, or consents to the appointment of, or taking possession by, a receiver, liquidator, trustee, or custodian of CONTRACTOR for a part of CONTRACTOR'S operating assets or any substantial part of CONTRACTOR'S property, or makes any general assignment for the benefit of CONTRACTOR'S creditors is an Event of Default.
 - g. Seizure.** A seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR, including without limitation its vehicles, maintenance or office facilities, or any part thereof, in a proportion as to impair CONTRACTOR'S ability to perform under this Agreement and that cannot be released, bonded, or otherwise lifted within seventy-two (72) hours excluding weekends and Authority approved holidays is an Event of Default.

6. EARLY TERMINATION.

- 6.1. WRITTEN NOTICE.** CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONTRACTOR ninety (90) calendar

days advance written notice of termination. The notice is to be delivered and addressed to CONTRACTOR as set forth in Section 11 of this Agreement.

6.2. DELIVERY OF WRITINGS. If CITY issues a notice of termination, CONTRACTOR must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONTRACTOR, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

6.3. PAYMENT FOR SERVICES RENDERED. If CITY issues a notice of termination, CONTRACTOR will be entitled to receive compensation for all services rendered prior to the effective date of termination.

6.4. EFFECT OF TERMINATION. Termination of this Agreement will not affect the rights and/or obligations of the parties that arose prior to termination and such rights and/or obligations will survive termination.

6.5. NOT EXCLUSIVE. The rights and remedies of CITY contained in this Section 6 are in addition to any other rights and remedies provided by law or this Agreement.

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

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

9. NOTICE.

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

- (a) by personal delivery, effective upon receipt by the addressee;
- (b) by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

IF TO CITY:	IF TO CONTRACTOR:
City of Crescent City Attn: City Manager 377 J Street Crescent City, CA 95531 PH: (707) 464-7483 Email: ewier@crescentcity.org	Hambro/WSG Attn: Joel Wallen PO Box 129 445 Elk Valley Rd Crescent City, CA 95531 PH: 707-218-5616 Email: Joel.Wallen@hambrowsg.com

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

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

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

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

13. NONDISCRIMINATION.

13.1. COMPLIANCE. CONTRACTOR must comply with all federal and state anti-discrimination and civil rights laws. CONTRACTOR must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and

above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

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

14.INSURANCE.

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

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

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

- 14.3. PRIMARY COVERAGE.** For any claims related to this Project, the CONTRACTOR'S insurance coverage will be primary insurance as respects CITY, its elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its elected

and appointed officials, employees, agents or volunteers will be in excess of the CONTRACTOR'S insurance and will not contribute with it.

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

14.10. LACK OF COVERAGE. In the event that any required policy is canceled prior to the completion of the Project and CONTRACTOR does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONTRACTOR.

15. WORKERS' COMPENSATION.

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

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

16. SANCTIONS. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO may be accessed at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and department that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the US government in response to Russian's actions in Ukraine as well as any sanctions imposed under state law.

The CONTRACTOR must comply with the economic sanctions imposed in response to Russia's action in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the US Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

17. GENERAL PROVISIONS.

17.1. INDEMNIFICATION. CONTRACTOR agrees to indemnify, defend and save harmless CITY, its elected and appointed officers, agents, employees, and volunteers from any and all claims, damages, fines and losses, whatsoever, accruing or resulting to any person or other legal entity who

may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of CONTRACTOR, its agents and employees, during the performance of work pursuant to this Agreement.

- 17.2. CONFLICT OF INTEREST.** CONTRACTOR must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY's interest. CONTRACTOR must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.
- 17.3. TIME OF THE ESSENCE.** CONTRACTOR understands and agrees that time is of the essence in the completion of the work and services described herein.
- 17.4. SEVERABILITY.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.
- 17.5. GOVERNING LAW AND CHOICE OF FORUM.** This Agreement must be administered and interpreted under California law as written by both parties. Any litigation arising from this Agreement must be brought in the Superior Court of California, in and for Del Norte County.
- 17.6. COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action will be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 17.7. NO ASSIGNMENT.** The experience and ability of Contractor was a material inducement to enter into this Agreement with Contractor. This Agreement and any amendments hereto are not assignable by CONTRACTOR either voluntarily or by operation of law without the prior written consent of CITY. Any attempt to assign this Agreement will be legally void.
- 17.8. INTEGRATION.** This Agreement constitutes the entire agreement of the parties and supersedes and prior negotiations, agreements, understandings, representations or statements.

17.9. SURVIVAL. The parties' obligations under Sections 14.3 [primary coverage] and 17.1 [indemnification] will survive the termination or expiration of this Agreement.

17.10. AUTHORITY. The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

17.11. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with California's Uniform Electronic Transactions Act Cal. Civ. Code 1633.1, et seq.) or other transmission methods, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE – PROFESSIONAL SERVICES AGREEMENT
WASTEWATER SLUDGE HAULING & DISPOSAL

Executed by CITY and CONTRACTOR by their duly authorized representatives on this _____ day of _____, 2024.

CITY OF CRESCENT CITY

HAMBRO/WSG

By: Eric Wier, City Manager

By: David Slagle
Its: CEO

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A- Scope of Services

Exhibit B- Compensation

EXHIBIT A: SCOPE OF SERVICES

1. SLUDGE CONTENT

- 1.1 CITY agrees that the wastewater treatment plant sludge to be collected by CONTRACTOR will be between 13% and 20% solid.
- 1.2 If a Toxic Characteristic Leaching Procedure (TCLP) analysis reveals any contaminants above the acceptable Environmental Protection Agency (EPA) levels, current and as amended in the future, such that the sludge is considered “hazardous waste” under the Resource Conservation and Recovery Act (RCRA), CONTRACTOR may refuse to collect the “hazardous waste sludge.”
- 1.3 If at any time during the term of this Agreement, CONTRACTOR unknowingly accepts sludge from CITY that qualifies as “hazardous waste” at the time it left the WWTP, and later discovers that the sludge from CITY is hazardous, the following procedure applies:
 - a. CONTRACTOR must notify the CITY immediately.
 - b. CONTRACTOR and CITY shall work together to come up with a place to dispose of the toxic sludge at an appropriate facility;
 - c. CITY shall bear the costs of disposal and indemnify CONTRACTOR for any and all fines, fees, penalties, liabilities, costs, expenses, damages actions, and cause of actions, lawsuits and attorney’s fees related to, or arising from, the collection, transportation or disposal of toxic sludge.
- 1.4 Should CONTRACTOR intentionally or unintentionally contaminate the sludge after its departure from the WWTP, to the extent that said sludge did not constitute “hazardous waste” at the time it came into Contractor’s control but subsequently constitutes “hazardous waste” due to contamination introduced by CONTRACTOR, CONTRACTOR IS solely liable for a for all damages arising therefrom. Contractor shall take reasonable care in preventing contamination of the sludge. No industrial processes that could contaminate the sludge shall take place within 200 feet of the sludge storage facility.

2. OPERATIONS PLAN

- 2.1 CONTRACTOR will utilize a high-capacity dump truck will be located at the WWTP 24/7 to convey the sludge from the WWTP to the CONTRACTOR’S transfer location located at 445 Elk Valley Road. When the truck is full, the WWTP staff will notify the CONTRACTOR’S transfer station supervisor who will dispatch a driver to empty and return the dump truck to the WWTP. CONTRACTOR will have up to 24 hours to retrieve the load.
- 2.2 Grit/screenings will be stored at the WWTP in covered watertight two-yard self-dumping bins. When the bins are full, they will be picked up by CONTRACTOR and promptly emptied and returned.
- 2.3 Each load leaving the WWTP must be recorded on a log and acknowledged by both CONTRACTOR’S driver and a representative of the WWTP operator. Additionally, a CITY manifest will be completed by the driver and signed off by the WWTP operator’s representative. Loads will leave the WWTP and exit onto B Street near the de-watering building.
- 2.4 Loads will be combined into a larger trailer for hauling to and disposal at Dry Creek Landfill.

2.5 Each collection bin or dump truck must be cleaned of any accumulated or built-up sludge after each haul to the disposal site.

3. EQUIPMENT.

3.1 CONTRACTOR must provide all equipment necessary to collect, haul, and dispose of the WWTP sludge, including but not limited to all required bins, vehicles, and other capital equipment.

3.2 All equipment must be in good working condition. CONTRACTOR is expected to exercise prudent judgment in determining the condition of equipment and is solely responsible for the condition of the equipment.

3.3 CITY may reject any piece of equipment that it reasonably believes to be in unsatisfactory condition. In the event of rejection, CONTRACTOR must remove the unsatisfactory equipment and replace with acceptable equipment within 48 hours so as not to interrupt the operations of the WWTP.

3.4 CONTRACTOR is responsible for providing any required safety equipment or protective personal equipment to its employees and is responsible for the handling of the material in a safe and proper manner.

4. CONTINGENCY. In the event of a failure of CONTRACTOR'S equipment, CONTRACTOR has a plan in place to reduce the negative impact on WWTP personnel and citizens of the community. Sludge will be collected in back up dump trucks. The contingency plan will provide sufficient trucks to maintain a steady flow of sludge and keep the belt press in operation.

5. STORAGE. Should it become necessary to hold the full container due to a malfunction or circumstance that creates a larger volume of sludge than expected, e.g., road slide, etc., the covered container will be stored under cover at the Hambro Forest Products, Inc. plant site.

6. TRANSPORTATION

6.1 The sludge will be collected at the WWTP, transported, and delivered to a properly licensed disposal area by CONTRACTOR.

6.2 All permits, licenses and certifications required in transportation will be maintained by CONTRACTOR.

7. DISPOSAL

7.1 CONTRACTOR has a contract with Dry Creek Landfill to dispose of Solid Waste, contaminated soil and hazardous waste, which ensures disposal capacity until 2040. Dry Creek Landfill is permitted to accept 50 million tons of waste material and has a remaining capacity of 45 million tons. The landfill has no daily volume restrictions on the waste inflow.

7.2 CONTRACTOR plans to dispose of sludge at Dry Creek Landfill but reserves the right to contract any permitted disposal area necessary to ensure competitive rates.

EXHIBIT B: COMPENSATION

1. FEE SCHEDULE

- 1.1 STANDARD RATE. CONTRACTOR will charge \$174.58 per ton, for delivery of WWTP sludge to a properly permitted disposal site.
- 1.2 WEEKEND RATE. Saturday and Sunday collections are available with a 10% surcharge (\$192.04/ton).
- 1.3 HOLIDAY RATE. Collections on the following holidays is to be avoided if possible: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. Collection is, however, available with a 25% surcharge (\$218.23/ton) if at least 24 hours advance notice is provided.

2. ANNUAL ESCALATOR. Beginning July 1, 2025, and annually thereafter, the rates listed in Section 1 will increase by an amount equal to the percentage increase for CPI-U over the previous 12 months (March over March).

3. EXTRAORDINARY COST INCREASE. If CONTRACTOR experiences an extraordinary cost increase for performing the services under this Agreement such that CONTRACTOR'S expenses exceed its revenues over a 60-day period, then CONTRACTOR may request a rate increase by submitting said request with an explanation as to why the rate increase is necessary to the City Council. The City Council may approve, deny, or approved as modified the requested rate increase. A denial of CONTRACTOR'S request may be appealed to an arbitrator for binding resolution. The parties agree to utilize virtual arbitration through the JAMS Santa Rosa office. Any arbitrator chosen must be an attorney or retired judge licensed to practice law in the State of California. The arbitration will be conducted in accordance with the California Arbitration Act (Code of Civ. Proc. § 1280 et seq.).

4. COST SAVINGS. If CONTRACTOR finds a more economical use or disposal procedure for the sludge, such that CONTRACTOR recognizes a significant cost savings, CONTRACTOR agrees to negotiate a new tonnage rate with CITY reflecting a share in that cost savings.



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: LINDA LEAVER, FINANCE DIRECTOR
BRIDGET LACEY, GRANTS AND ECONOMIC DEVELOPMENT
COORDINATOR**

DATE: MAY 6, 2024

**SUBJECT: CRESCENT CITY CULTURAL GATEWAY AND BEAUTIFICATION
PROJECT – CLEAN CALIFORNIA LOCAL GRANT – BANK ACCOUNT,
FUND, AND BUDGET**

RECOMMENDATION

- Approve and adopt Resolution No. 2024-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO ESTABLISH A BANK ACCOUNT FOR THE CLEAN CALIFORNIA GRANT
- Approve and adopt Resolution No. 2024-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING A NEW FUND FOR THE CLEAN CALIFORNIA GRANT
- Approve and adopt Resolution No. 2024-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY

BACKGROUND

The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces.

The City applied for and was awarded \$2,988,000 grant funding for the Crescent City Cultural Gateway and Beautification Project, which will be used to improve the public space located at the juncture of US Highway 101 South and Front Street. The project includes establishing a gateway, expanding Beachfront Park beyond US Highway 101 to Front and N Street, restoring Elk Creek, improving public access at the Cultural Center/Visitor's Center and Veteran's Monument, establishing a designated starting point for the Tolowa Interpretive Walk, and moving the Transit Hub to a safer and more convenient location.

ITEM ANALYSIS

The grant project has been awarded and now requires several administrative actions to begin.

1. Establishment of new bank account

The Clean California grant, like most others, is typically provided on a reimbursement basis. This would require the City to pay contractor costs and then apply to the State for reimbursement. Because the City is involved in several large projects in the same time frame, cash flow is a concern. The Clean California grant provides an option to have 30% of the total grant funded in advance, and the City has requested and been approved for this advance. The advance funds (\$897,000) must be kept in a separate interest-bearing account throughout the project. Any interest earned must be either applied to the grant project or returned to the State when the project closes.

The City Council must approve the establishment of a new bank account. Upon approval, the Finance Director and/or City Manager will work with the City's bank (US Bank) to set up the required account. Staff has already been in contact with US Bank and is ready to move forward upon receiving authorization from the Council.

2. Creation of new fund

The grant funds must be kept separate from other City funds. Setting up a new fund within the City's accounting structure to be used for only the revenues and expenses associated with this grant requires Council authorization.

3. Budget amendment

The final step to begin the grant project is to approve the budget. This is a fully funded grant with no required match, so the grant revenues will equal the expenses.

FISCAL ANALYSIS

Adoption of the attached resolutions to (1) establish a new bank account, (2) establish a new fund, and (3) amend the budget will not have a net impact on the City's financial position. The City will earn some interest on the grant advance funds, which will be either applied to the grant project or returned to the State.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan goals:

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

ATTACHMENTS

- Resolution No. 2024-25
- Resolution No. 2024-26
- Resolution No. 2024-27

RESOLUTION NO. 2024-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY,
CALIFORNIA AUTHORIZING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO
ESTABLISH A BANK ACCOUNT FOR GRANT ADVANCE FUNDS**

WHEREAS, the City of Crescent City has been awarded a Clean California grant through the California Department of Transportation in the amount of \$2,988,000 for the Cultural Gateway and Beautification Project; and

WHEREAS, the City is undertaking multiple large grant-funded projects which are funded on a reimbursement basis, and the City is unable to guarantee sufficient cash flow for these projects while waiting for reimbursement; and

WHEREAS, the Clean California grant has the option of an advance up to 30% of the grant total in order to assist with cash flow needs during the project, and the City has requested and been approved for said advance; and

WHEREAS, the grant agreement requires said advance be deposited into an interest-bearing bank account, with any interest earned on the advance to be spent on grant activities or returned to the State at the close of the project; and

WHEREAS, the City Council must authorize the establishment of any new bank accounts.

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

1. That the City Manager and/or Finance Director are hereby authorized to establish a Crescent City Grant Advance bank account.

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 May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

RESOLUTION NO. 2024-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY,
CALIFORNIA ESTABLISHING A NEW FUND FOR THE CLEAN CALIFORNIA
GRANT AWARD AND ASSOCIATED PROJECTS**

WHEREAS, the City of Crescent City has been awarded a Clean California grant through the California Department of Transportation in the amount of \$2,988,000 for the Cultural Gateway and Beautification Project; and

WHEREAS, the grant funds are restricted and must be tracked separately from other City funds; and

WHEREAS, the City Council must approve the creation of new funds.

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

1. That the City of Crescent City establish a new fund for the Clean California grant award and associated projects.

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 May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

RESOLUTION NO. 2024-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY,
CALIFORNIA AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF
CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2023, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 5th day of June 2023; and

WHEREAS, the City Council adopted said budget by way of Resolution No. 2023-39 and has the authority to amend said budget from time to time; and

WHEREAS, the City has been awarded a Clean California grant through the California Department of Transportation for the Cultural Gateway and Beautification Project; and

WHEREAS, the appropriation of funds to this project necessitates City Council approval; and

WHEREAS, fulfillment of these priorities requires an amendment to the City's Fiscal Year 2023-2024 budget.

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

1. That the Fiscal Year 2023-24 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Clean CA Fund	\$2,988,000	\$2,988,000

2. That unspent grant funds will roll over to the following fiscal year until fully spent or the grant is closed.

APPROVED and ADOPTED and made effective the same day at a regular meeting of the City Council of the City of Crescent City held on the 6th day of May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: LINDA LEAVER, FINANCE DIRECTOR
BRIDGET LACEY, GRANTS AND ECONOMIC DEVELOPMENT
COORDINATOR**

DATE: MAY 6, 2024

**SUBJECT: COMPETITIVE PERMANENT LOCAL HOUSING ALLOCATION (CPLHA)
FUND AND BUDGET**

RECOMMENDATION

- Approve and adopt Resolution No. 2024-28, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AUTHORIZING A NEW FUND FOR COMPETITIVE PERMANENT LOCAL HOUSING ALLOCATION FUNDING
- Approve and adopt Resolution No. 2024-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY

BACKGROUND

Senate Bill 2 (SB2) approved in 2017 established a \$75 recording fee on real estate documents to provide funding for increasing the supply of affordable housing. The Act establishes the Permanent Local Housing Allocation (PLHA) program administered by the California Department of Housing and Community Development (HCD). One of the programs under this funding is the Competitive Permanent Local Housing Allocation (CPLHA); the City applied for and was awarded \$5,000,000 from this funding to support the development of Danco Communities' affordable multifamily rental housing project located at 655 H Street (Harbor Point Apartments). The City Council recently approved the financing documents for a \$4.75 million loan to Crescent City H Street LP (a limited partnership that includes Danco and the project's investors).

ITEM ANALYSIS

The grant project has been awarded and now requires several administrative actions to accept and disburse the funds.

1. Creation of new fund

The grant funds must be kept separate from other City funds. Setting up a new fund within the City's accounting structure to be used for only the revenues and expenses associated with this grant requires Council authorization.

Interest and loan payments received from Danco will be received into this fund and used for future housing projects.

2. Budget amendment

The final step to begin the grant project is to approve the budget. This is a fully funded grant with no required match, so the grant revenues will equal the expenses.

FISCAL ANALYSIS

Adoption of the attached resolutions to establish a new fund and amend the budget will not have a net impact on the City's financial position.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic Plan goals:

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

ATTACHMENTS

- Resolution No. 2024-28
- Resolution No. 2024-29

RESOLUTION NO. 2024-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
AUTHORIZING A NEW FUND FOR COMPETITIVE PERMANENT LOCAL HOUSING
ALLOCATION FUNDING**

WHEREAS, the City of Crescent City has been awarded a Competitive Permanent Local Housing Allocation grant through the California Department of Housing and Community Development in the amount of \$5,000,000 for the development of affordable multifamily rental housing; and

WHEREAS, the grant funds are restricted and must be tracked separately from other City funds; and

WHEREAS, the City Council must approve the creation of new funds.

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

1. That the City of Crescent City establish a new fund for the Competitive Permanent Local Housing Allocation grant award and associated projects.

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 May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

RESOLUTION NO. 2024-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY, CALIFORNIA
AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2023, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 5th day of June 2023; and

WHEREAS, the City Council adopted said budget by way of Resolution No. 2023-39 and has the authority to amend said budget from time to time; and

WHEREAS, the City has been awarded a Competitive Permanent Local Housing Allocation grant through the California Department of Housing and Community Development for the development of affordable multifamily rental housing; and

WHEREAS, the appropriation of funds to this project necessitates City Council approval; and

WHEREAS, fulfillment of these priorities requires an amendment to the City's Fiscal Year 2023-2024 budget.

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

1. That the Fiscal Year 2023-24 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Competitive Permanent Local Housing Allocation Fund	\$5,000,000	\$5,000,000

2. That unspent grant funds will roll over to the following fiscal year until fully spent or the grant is closed.

APPROVED and ADOPTED and made effective the same day at a regular meeting of the City Council of the City of Crescent City held on the 6th day of May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: DAVID YEAGER, PUBLIC WORKS DIRECTOR
CLIFF VAN HOOK, ENGINEERING PROJECT MANAGER**

DATE: MAY 6, 2024

**SUBJECT: DECLARATION OF POLICE DEPARTMENT BUILDING AS NOT AN
"ESSENTIAL SERVICES BUILDING" UNDER THE ESSENTIAL
SERVICES BUILDINGS SEISMIC SAFETY ACT**

RECOMMENDATION

- Approve and adopt Resolution No. 2024-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY DECLARING THE POLICE DEPARTMENT BUILDING TO NOT BE AN ESSENTIAL SERVICES BUILDING FOR PURPOSES OF THE ESSENTIAL SERVICES BUILDINGS SEISMIC SAFETY ACT [GOV. CODE § 1600 ET SEQ.]

BACKGROUND

On May 16, 2022, the City Council authorized the City Manager to sign a Professional Services Agreement with Calpo, Hom, & Dong Architects (CH&D) for the Police Department Renovation project. On June 20, 2022, the Council authorized the City Manager to sign Task Order 2 in the sum of \$110,000 for the purpose of Architectural and Engineering Services for the design, renovation, and building addition to the existing Police Department Office located at 686 G Street.

The CH&D original scope of work included design of needed structural upgrades, new locker/shower room, storage, and parking improvements. The rehabilitation of the Police Department would include exterior and interior improvements, addition of a locker room, parking area improvements, and required exterior accessibility improvements in the public right-of-way. Both the City Council and Measure S Oversight Committee previously expressed a need to renovate the Police Department.

On January 18, 2023, the City amended Task Order 2 with Michael Young under contract with CH&D to add a review/analysis of the Police Department building to determine the appropriate risk category (task 1) and then to evaluate the existing structure in light of the established risk category (task 2).

ITEM ANALYSIS

To continue design improvements utilizing the existing Police Department building, a determination about the use of the appropriate designation of the building as an “essential services building” or not is required. The Essential Services Buildings Seismic Safety Act defines “essential services buildings” to include “police stations.” The Act does not define “police stations”, however, the Administrative Code (24 CCR Part 1) which is part of the Building Standards Code does include such a definition. Section 4-207 defines “police station” as a building that contains operational facilities and the alarm and communications equipment necessary to respond to police emergencies.”

Michael Young published the analysis/study of the Police Department building and finds that it could be designated as non-essential based on two qualifications: (1) the building is not used for the holding of prisoners for any length of time, and (2) the building does not contain alarm and communications equipment for emergencies and in fact would not be used as an Emergency Command Center in the event of a disaster, (such command center would be located at the City Corporation Yard).

The Architect of Record (Calpo Hom and Dong Architects) and Structural Engineer of Record (Bevier Structural Engineering) have provided a recommendation stating that “the current and future Crescent City Police Department Building at 686 G Street be considered a *Police Office Building* and not a *Police Station*, and not be subject to the requirements of the Essential Services Buildings Seismic Safety Act.”

If determined to be a “police station” under 24 CCR § 4-207, the building would be considered essential and would require prohibitive structural upgrades for continued use of the existing building. For the design and remodel of the existing building, including the addition of a 1,500 square foot detached building to the rear, it is necessary for the Council to declare the existing and future Police Department building to not be an “essential services building.”

FISCAL ANALYSIS

There are no financial repercussions for the City Council to assign a risk category of “non-essential” for the Police Department building.

However, if the Crescent City Police Department Building is classified as an “essential services building”, the existing facility cannot be upgraded without cost prohibitive improvements, probably including building demolition to establish new foundation and seismically compliant walls and roof system.

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

- A. Empower and utilize Police, Fire, and Public Works departments to make Crescent City one of the safest cities in the United States.
- B. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

GOAL 3: OBTAIN THE HIGHEST LEVELS OF ORGANIZATIONAL EXCELLENCE

- A. Maintain responsible fiscal management and accountability.
- B. Seek methods to create efficiencies and add additional value without compromising safety or performance.

ATTACHMENTS

- 1. Resolution No. 2024-30
- 2. Calpo Hom & Dong Architects – Building Evaluation Recommendation.

RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY DECLARING THE POLICE DEPARTMENT BUILDING TO NOT BE AN ESSENTIAL SERVICES BUILDING FOR PURPOSES OF THE ESSENTIAL SERVICES BUILDINGS SEISMIC SAFETY ACT [GOV. CODE § 1600 ET SEQ.]

WHEREAS, the Crescent City Police Department is in need of a larger facility and the existing lot and facility is the most cost-effective option for expansion; and

WHEREAS, the Essential Services Building Seismic Safety Act (Gov. Code § 1600 et seq.) sets forth specific requirements for the construction and rehabilitation of “essential services buildings” defined to include “police stations”; and

WHEREAS, the Administrative Code (24 CCR Part 1) of the Building Standards Code defines a “police station” as a building that contains operational facilities and the alarm and communications equipment necessary to respond to police emergencies” (§ 4-207); and

WHEREAS, Crescent City Police Department building is designed to be a place for administrative services for the police officers and civilian staff, and it does not include alarm and communication equipment necessary to respond to police emergencies, nor holding cells for persons in police custody within the building; and

WHEREAS, based upon the above recited definitions and facts, both the Architect of Record and Structural Engineer of Record for the Police Department Expansion at 686 G Street, Crescent City, have issued a formal recommendation that the Crescent City Police Department should not be classified as an “essential services building”; and

WHEREAS, a formal designation of the existing building as not an “essential services building” will make the pending remodel / expansion project exempt from the more stringent and expensive requirements of the State of California Essential Services Buildings Seismic Safety Act; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Crescent City declares as follows:

1. The recitals included in this resolution are true and correct.
2. The Crescent City Police Department building is not an “essential services” building” for purposes of the Essential Services Buildings Seismic Safety Act (Gov. Code § 1600 et seq.).

PASSED AND ADOPTED by the City Council of the City of Crescent City on this 6th day of May 2024, and made effective the same day by the following polled vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

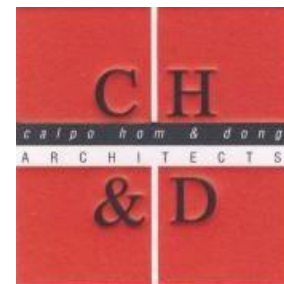
Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

April 15, 2024

Mr. Cliff Van Hook
Engineering Project Manager
City of Crescent City
377 J Street
Crescent City, California 95531



Project : Crescent City Police Department Building
Subject : Building Evaluation Recommendation

Cliff :

The Crescent City Police Department is currently housed at 686 G Street, Crescent City, in a building originally constructed as an Attorneys Office Building around 1964.

As Architect of Record (AOR) for the Renovation and Building Addition to the Existing Police Department Building, I am the one who posed the initial question whether this building needed to comply with the State of California Essential Services Buildings Seismic Safety Act (ESBSSA). Compliance would require structural modification to the existing building to bring it to the ESBSSA standards.

After discussion and debate with my Engineers, Jeff Kovach, Bevier Structural Engineering, Structural Engineer of Record (SEOR) and Michael Young, PE, Consulting Engineer, we agree on the following RECOMMENDATION to the City:

Essential Services Building means any building used (or designed to be used), or any building that a portion of which is used (or designed to be used), as a hospital, fire station, police station, or jail.

The Administrative Code includes a definition of a police stations as “...any building that contains the operational facilities and the alarm and communications equipment necessary to respond to police emergencies.”

The current and future Crescent City Police Department Building is a place for Administrative Services for the Police Officers and Staff, and does not include alarm and communication equipment necessary to respond to police emergencies, nor holding cells for having persons under custody inside the building,

Accordingly, it is our Recommendation that the Police Department Building at 686 G Street be considered a “Police Office Building” and not a “Police Station”, and not be subject to the requirements of the Essential Services Buildings Seismic Safety Act.

Sincerely,
Calpo Hom & Dong Architects

Dennis Dong, AIA, CSI

cc: Eric Wier, City Manager; David Yeager, DPW; Richard Griffin, Policed Chief

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: MAY 6, 2024

SUBJECT: LIST OF PROPOSED LOCAL STREET PROJECTS FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB1)

RECOMMENDATION

- Adopt Resolution No. 2024-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 TO BE FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

BACKGROUND

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

According to the most recent estimates provided by the California Transportation Commission (CTC) in January 2024, the City of Crescent City will receive \$172,697 in RMRA funds during the fiscal year 2024-25. Prior to receiving an apportionment of RMRA funds from the State Controller in a fiscal year, each City and County must submit to the California Transportation Commission a list of projects to be funded with the Local Streets and Roads Funding. All projects proposed to use RMRA funding must also be included in the approved City budget. The approved project list for FY 2024-25 must be adopted by Resolution and submitted to the CTC by July 1, 2024.

ITEM ANALYSIS

Staff recommends dedicating the money received each year to design of future projects or to use as an additional funding source for construction projects. Typically, the total amount received is insufficient as a sole funding source to perform major maintenance and repairs but is sufficient for project designs or to augment otherwise funded construction projects

The following carry-over design projects are proposed for listing on the SB1 List for FY 2024-2025:

1. Front Street Storm Drain from G-Street to L-Street Design
2. K Street Storm Drain from Front-Street to 2nd-Street Design
3. 2nd Street S-curve from B-Street to A-Street Design
4. Pebble Beach Drive from 6th Street to City Limit (north of 9th Street)

The following new construction project is proposed for listing on the SB1 List for FY 2024-2025:

1. A Street Construction Project
2. Front Street Construction Project – Play Street through L Street
3. Pebble Beach Drive from 6th Street to City Limit (north of 9th Street)

In addition, a portion of the RMRA funds (approximately 17%) are required to be passed through to the County based on the Pelican Bay annexation agreement, under which certain population-based revenues including gas taxes are shared with the County.

FISCAL ANALYSIS

The FY 24-25 budget, currently being developed, will include the FY 24-25 RMRA funds and approved projects. The approval of the attached list does not have any direct impact on the budget. Approving the project list simply informs the State of the City's proposed projects and does not commit the City to spending any particular amount. In addition, the project list may be updated if the City's priorities change. City staff time for design may be reimbursable.

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.

- A. Enhance collaboration with other agencies and the community to better aid the public
- B. Ensure that information shared between departments, with other agencies, and with the public is both accurate and timely
- D. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs

GOAL 2: Promote a thriving local economy

- A. Evaluate and optimize additional revenue sources

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

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

- Resolution No. 2024-31, A Resolution Adopting a List of Projects for Fiscal Year 2024-25 to be Funded by SB1: The Road Repair and Accountability Act of 2017

RESOLUTION NO. 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 TO BE FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$172,697 in RMRA funding in Fiscal Year 2024-25 from SB1; and

WHEREAS, this is the seventh year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

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

WHEREAS, the City used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City design projects to maintain and rehabilitate streets/roads, replace failing storm drain infrastructure, performing asphalt dig-outs, perform crack sealing, and add complete street components, throughout the City this year and similar projects into the future; and

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

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

2.1 A Street Construction Project

Project Description: Construct drainage improvements, roadway improvements, ADA compliant access ramps and pedestrian improvements.

Project Location: A Street between 2nd Street & Pacific Avenue

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 04/2025

Anticipated End of Construction: 10/2030

2.2 Front Street Construction Project

Project Description: Construct drainage improvements, roadway improvements, ADA compliant access ramps and pedestrian improvements.

Project Location: Front Street between Play Street & L Street

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 03/2025

Anticipated End of Construction: 10/2027

2.3 Pebble Beach Drive Construction Project

Project Description: Stabilize and reconstruct failed roadway including guardrail, bike route and pedestrian improvements.

Project Location: Pebble Beach Drive between 6th Street & City Limit (north of 9th Street)

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 06/2024

Anticipated End of Construction: 10/2029

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

3.1 Front Street Storm Drain and Roadway Rehabilitation Project Design:

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

Project Location: Front Street between G Street & L Street

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 04/2023

Anticipated End of Construction: 10/2026

Fiscal Year Originally Proposed: 21-22

3.2 K Street Drainage Improvement and Roadway Rehabilitation Project:

Project Description: Design new drainage improvements, surface improvements

to repave/resurface a minimum of 300 LF of Roadway, new ADA compliant access ramps and pedestrian improvements

Project Location: K Street between Front Street & 3rd Street

Estimated Useful Life: 20- 30 years

Anticipated Year of Construction: 04/2024

Anticipated End of Construction: 10/2027

Fiscal Year Originally Proposed: 17-18

3.3 2nd Street S-Curve Design:

Project Description: Design roadway improvements, ADA compliant access ramps, bicycle lanes, and pedestrian improvements.

Project Location: 2nd Street between B Street & A Street

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 04/2025

Anticipated End of Construction: 10/2025

Fiscal Year Originally Proposed: 23-24

3.4 Pebble Beach Drive Design Project

Project Description: Design and engineer stabilization and reconstruction of failed roadway including guardrail, bike route and pedestrian improvements.

Project Location: Pebble Beach Drive between 6th Street & City Limit (north of 9th Street)

Estimated Useful Life: 20- 30 years

Anticipated Start of Construction: 06/2024

Anticipated End of Construction: 10/2029

Fiscal Year Originally Proposed: 23-24

PASSED AND ADOPTED and made effective the same day at a meeting held by the City Council of the City of Crescent City this 6th day of May 2024, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: MAY 6, 2024

**SUBJECT: AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE
PROCEDURE UPDATE**

RECOMMENDATION

- Approve and adopt Resolution No. 2024-32, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING AND ADOPTING A GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

BACKGROUND

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990, by President George H.W. Bush. The ADA is one of America's most comprehensive pieces of civil rights legislation that prohibits discrimination and guarantees that people with disabilities have equal opportunities to participate in American life -- to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services. Modeled after the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, religion, sex, or national origin -- and Section 504 of the Rehabilitation Act of 1973 -- the ADA is an "equal opportunity" law for people with disabilities.

By way of Resolution No. 2018-20 the City of Crescent City's Americans with Disabilities Act (ADA) Grievance Procedure was adopted on May 21, 2018.

ITEM ANALYSIS

A local agency that employs 50 or more persons is required to adopt and publish procedures for resolving grievances arising under Title II of the ADA. Pursuant to 28 CFR 35.170, any individual who believes that he or she or a specific class of individuals has been subjected to discrimination on the basis of disability by a public entity may file a complaint within 60 days of the date of the alleged discrimination, unless the time for filing is extended by a local agency for good cause. A City representative shall respond to the grievance claim no later than 15 working days after the receipt of the complaint. The City representative will respond to the grievant in writing. Within 180 working days of receipt

of the grievance the City will propose a resolution in writing. The proposed solution will explain the position of the City and offer a resolution of the grievance. If the grievant finds the ADA coordinator's response not satisfactory an appeal can be made to the City Manager. The appeal must be made within 15 working days after the receipt of the response. Within 15 working days of the receipt of appeal the City Manager will meet with the grievant to discuss the grievance and the City's response. Within 15 working days of that meeting the City Manager will respond in writing, and if requested an accessible format. All written responses received by the City, including appeals and responses from the City will be retained by the City for three years.

Due to staffing changes, it is necessary by Resolution to update the contact information on the Grievance Procedure. Staff is requesting the council to approve and adopt the updated grievance procedure assigning Andrew Leighton, Engineering Project Manager, to continue in the position of ADA coordinator. No other changes have been made to the procedure.

FISCAL ANALYSIS

The only fiscal impact associated with this procedure is staff time.

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.

ATTACHMENTS

1. Resolution No. 2024-32

RESOLUTION NO. 2024-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY ADOPTING A GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

WHEREAS, more than 55 million Americans -18% of our population-have disabilities, and they, like all Americans, participate in a variety of programs, services, and activities provided by their State and local governments. This includes many people who became disabled while serving in the military. And, by the year 2030, approximately 71.5 million Americans will be over age 65 and will need services and surroundings that meet their age-related physical needs; and

WHEREAS, the Americans with Disabilities Act of 1990 (the “Act”), as amended, is a Federal civil rights law that prohibits discrimination against people with disabilities and affirms that disabled Americans are entitled to all of the rights, privileges, advantages, and opportunities that other have when participating in civic activities; and

WHEREAS, the Act requires that public agencies with 50 or more employees to have a grievance procedure and to designate at least one responsible employee to coordinate ADA compliance; and

WHEREAS, the grievance procedure may be used by anyone who wishes to file a grievance alleging discrimination on the basis of disability in the provision of programs, services or activities by the City.

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

1. The City of Crescent City Grievance Procedure Under the Americans with Disabilities Act of 1990 attached hereto is hereby approved and supersedes and replaces any prior adopted ADA grievance procedure.
2. This Resolution shall be effective immediately.

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 May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

CITY OF CRESCENT CITY

Grievance Procedure Under

The Americans with Disabilities Act of 1990

This grievance procedure has been established by the City of Crescent City (City) to meet the requirements of the Americans Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a grievance alleging discrimination on the basis of a disability in the provision of programs, services or activities by the City.

1.0 GRIEVANCE – CONTENTS. The grievance should contain information about the alleged discrimination such as name, address, phone number of the grievant and location, date and description of the grievance. Alternative means of filing grievances will be made available for persons with disabilities upon request.

2.0 GRIEVANCE – FILING. There are 3 ways to file a grievance:

(a) By mail:

City ADA Coordinator
377 J Street
Crescent City, CA 95531

(b) By telephone:

(707) 464-9506

(c) In person at City Hall:

City Hall
377 J Street
Crescent City, CA 95531

3.0 GRIEVANCE – TIMING. The grievance should be submitted by the grievant or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the City ADA coordinator listed below.

4.0 CITY RESPONSE TO GRIEVANCE. Within 15 working days after receipt of the grievance, a City representative may contact the grievant to discuss the issue. The City representative will respond to the grievant in writing. The format of response, if requested, can be in an accessible format such as large print or audio tape.

5.0 CITY PROPOSED RESOLUTION. Within 180 working days of receipt of the grievance, the City will propose a resolution in writing. The proposed solution will explain the position of the City and offer a resolution of the grievance.

6.0 APPEAL. If the response by the City ADA Coordinator does not satisfactorily resolve the issue, the grievant or his/her designee may appeal the decision to the City Manager within 15 working days after the receipt of the response by any one of the three methods allowed for submitting a grievance.

7.0 MEETING. Within 15 working days of the receipt of appeal, the City Manager will meet with the grievant to discuss the grievance and the City's response.

8.0 WRITTEN RESPONSE. Within 15 working days of that meeting, the City Manager will respond in writing, and if requested, can be in an accessible format such as large print or audio tape, with a final resolution of the grievance.

9.0 RETENTION OF RECORDS. All written responses received by the City, including appeals and responses from the City representative will be retained by the City for at least three years.

City ADA Coordinator

Andrew Leighton
Engineering Project Manager
City of Crescent City
377 J Street
Crescent City, CA 95531
(707) 464-9506



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: MAY 6, 2024

**SUBJECT: PEBBLE BEACH DRIVE SLIDE BUDGET AMENDMENT TO RECEIVE
DEL NORTE LOCAL TRANSPORTATION COMMISSION (DNLTC)
FUNDS**

RECOMMENDATION

- Approve and adopt Resolution No. 2024-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY

BACKGROUND

The December 2016 storms caused significant beach cliff erosion within the City along Pebble Beach Drive from Preston Island to Sixth Street. This was evidenced by the visible road cracks indicating loss of road foundation and loss of bluff. By August 2021 the design contractor had achieved 30% plans, and the first Coastal Development Permit (CDP) application was submitted. Based on Coastal Commission staff's responses, the scope of the project increased from a soil nail truss system with riprap to a soldier pile retaining wall with tiebacks over the 6th to 8th Street and the 9th Street to Preston Island portions of the project. The 9th Street section of Pebble Beach Drive (containing the Brother Jonathan lookout) was modified to use a riprap solution for bluff stabilization. These changes were necessitated to minimize environmental impacts. The resulting increase in scope complexity increased the project cost estimate to \$32.6 million. The DAF was updated and submitted in January of 2022, but has not received Federal Highway Administration (FHWA) approval. A means to finance these repairs and finalize the CDP needs to be accomplished prior to moving forward with the larger bank stabilization project.

On January 14, 2024, a 75-foot section of the bluff slid down to the beach on Pebble Beach Drive between 7th and 8th streets undermining the western (ocean side) bicycle lane. The street was closed the same day from pedestrian and vehicular traffic for safety reasons. On January 31, 2024, during a subsequent winter rainstorm, a second slide

occurred just to the north of the January 14th slide, requiring additional emergency protective measures.

The City has been in communication with the Caltrans Division of Local Assistance. The Caltrans representatives are combining damage done throughout the state caused by that particular storm event for submission to FHWA for funding. They plan to include our cost estimate to repair this section of Pebble Beach with their funding request.

The City has also been in communication with Coastal Commission staff to make them aware of the damages that have occurred with the current CDP application. Communication will be continuing with Coastal to try and work out an acceptable emergency scope of work to re-open Pebble Beach Drive.

The City Council approved and adopted Resolution No. 2024-09 on January 22, 2024 allocating \$31,000 in funding for the purchase of safety equipment, light construction work to reduce collapse hazards, and set aside \$20,000 for preliminary engineering costs.

The City submitted a letter requesting funding to the Del Norte Local Transportation Commission (DNLTC) on February 2, 2024 requesting the sum of \$15,000 for the purpose of public outreach, future funding, preliminary design update, and permitting assistance. The DNLTC passed and adopted their Resolution No. 2024-4 on February 6, 2024 allocating \$15,000 for planning work up to 30% design on Pebble Beach Drive within the city limits and with a completion date before June 30, 2025.

ITEM ANALYSIS

The City is currently negotiating Task Order No.4 with COWI to be presented to the City Council for approval at a later date. This new task order will encompass the aerial survey, ground studies, and preliminary design work that will be required to perform the emergency repair section of Pebble Beach Drive between 7th and 8th Streets.

FISCAL ANALYSIS

As presented in the January 22, 2024 staff report, \$20,000 of City funding has been made available for preliminary engineering. Combined with the \$15,000 DNLTC allocation, the project will have a \$35,000 budget for the negotiated TO4 with COWI.

Item	Cost
Hazard Reduction, Detour and Safety Materials	\$11,000
Preliminary Engineering	\$20,000
Total City Allocated Funding	\$31,000
DNLTC Allocated Funding	\$15,000
Total	\$46,000

These costs will be tracked so they can be reimbursed at a later date if emergency funding becomes available.

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

- A. Enhance collaboration with other agencies and the community to better aid the public.
- D. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs.

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY

- A. Evaluate and optimize additional revenue sources.
- D. Collaborate with other jurisdictions and non-profits to maximize regional effectiveness and amplify funding opportunities.

GOAL 3: OBTAIN THE HIGHEST LEVELS OF ORGANIZATIONAL EXCELLENCE

- B. Maintain responsible fiscal management and accountability.

ATTACHMENTS

1. Resolution No. 2024-33 Budget Amendment
2. DNLTC Resolution No. 2024-4

RESOLUTION NO. 2024-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY

WHEREAS, the budget for the fiscal year beginning July 1, 2023, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 5th day of June 2023; and

WHEREAS, the City Council adopted said budget by way of Resolution 2023-39 and has the authority to amend said budget from time to time; and

WHEREAS, Pebble Beach Drive is an iconic part of Crescent City and Del Norte County, showcasing the area's natural beauty along the Northern California Coastline for both residents and tourists alike; and

WHEREAS, the bluffs along Pebble Beach Drive suffered significant damage on the December 2016 storm and again on January 14, 2024; and

WHEREAS, the City intends to mitigate the impacts from the damage caused by the January 14, 2024 storm on Pebble Beach Drive between 7th to 8th Streets; and

WHEREAS, the City submitted a letter to the Del Norte Local Transportation Commission (DNLTC) requesting the sum of \$15,000 for the purpose of public outreach, emergency design, and permitting assistance on February 2, 2024; and

WHEREAS, the DNLTC passed and adopted Resolution No. 2024-4 on February 6, 2024 allocating the sum of \$15,000 for the same purpose; and

WHEREAS, receipt of these funds requires an amendment to the operating budget.

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

1. That the Fiscal Year 2023-24 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General CIP Fund	\$15,000	\$15,000

2. That any unused portion of this budget will be carried over to the next fiscal year until the project is complete or the funding expires.

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 May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

RESOLUTION NO. 2024 4

DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION
ALLOCATING TO THE CITY OF CRESCENT CITY UP TO \$15,000 IN TRANSPORTATION
DEVELOPMENT ACT PEDESTRIAN AND BICYCLE FUNDS FOR PLANNING WORK ON
PEBBLE BEACH IN THE CITY LIMITS INCLUDING THE CALIFORNIA COASTAL TRAIL.

WHEREAS, the Del Norte Local Transportation Commission in its official capacity as the designated Regional Transportation Planning Agency (RTPA), is allocating Transportation Development Act funds for eligible purposes; and

WHEREAS, improving pedestrian and bicycle facilities, and maintaining Pebble Beach Drive is a long-standing high priority project in the Del Norte Regional Transportation Plan (RTP); and

WHEREAS, the project supports the following goals:

Goal 1: Provide and maintain a safe, efficient, and convenient regional roadway system.

Goal 2: Support recreational travel by making it safe, easy and inviting.

Goal 3: Upgrade and improve roadways to preserve the existing regional roadway system.

Goal 4: Provide a safe, convenient and efficient multi-modal transportation system that is part of a balanced overall transportation system.

Goal 5: Promote alternative transportation.

Goal 10: Ensure sensitivity to the environment in all transportation decisions.

Goal 11: Include climate change strategies in transportation investment decisions.

NOW, THEREFORE, BE IT RESOLVED THAT DNLTC hereby allocates to the City of Crescent City on a reimbursement basis a sum of \$15,000 for planning work up to 30% design on Pebble Beach Drive in the City limits, and with a completion date no later than June 30, 2025.


PASSED AND ADOPTED by the Del Norte Local Transportation Commission on the 6th day of February 2024, by the following polled vote:

AYES: Altman, Borges, Howard, Inscore, Short

NOES: --


ABSTAIN: --

ABSENT: Greenough


Darrin Short, Chair

Del Norte Local Transportation Commission

ATTEST:



Tamera Leighton, Executive Director
Del Norte Local Transportation Commission

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: MAY 6, 2024

SUBJECT: BUDGET INCREASE FOR SHN PLANNING SERVICES SUPPORT

RECOMMENDATION

- Approve and authorize the City Manager to sign SHN Task Order #2 Amendment 3 for planning services for FY 23-24
- Approve and adopt Resolution No. 2024-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY

BACKGROUND

As part of the City's strategic planning workshop in 2019, Council directed staff to move forward with contract planning services to provide basic planning support and technical expertise. The City signed a Professional Services Agreement on February 19, 2019 with SHN Consulting Engineers & Geologists, Inc. Pursuant to that agreement, SHN provided engineering and planning services to the City for the next three years.

Over the course of those three years, SHN performed tasks covering general inquiries, Business Licenses, Sign Permits, Building Permits, Use Permits (including Cannabis Use Permits), and special projects as requested. In anticipation of the contract expiration, the City Council directed City staff to issue a new request for qualifications on February 15, 2022 for City-wide planning and engineering related services. Qualifications were received from 12 engineering, planning, architectural, environmental, and professional services firms. SHN was selected to engineering and planning services to the City on an as-needed basis. SHN signed the five-year Agreement for Professional Services on May 30, 2022.

The current City budget for FY23/24 includes an estimated \$158,000 for contract Planning services. This budget includes costs associated with Planning services, Ordinance review and revisions, application processing, Planning Commission Agenda preparation, and attending City staff / Planning Commission meetings. In the upcoming budget for FY24/25

staff will be requesting a similar \$160,000 for contract planning services. This service can be allocated into the following three basic categories:

- General Planning Services (\$90,000)
 - Includes general public inquiries, meetings, building / sign permits and other costs associated with serving as the City's contract planner
- Ordinance Revisions (\$30,000)
 - Includes costs associated with revising our Municipal Code. These code revisions have typically been as requested by the Council, such as the Sign and RV ordinances or have been required by the State or Federal regulations such as the Emergency Shelter Ordinance or State Density Bonus.
- Application Processing (\$40,000)
 - Includes costs associated with Architectural Reviews, Use Permits, or Local Coastal Development Permits

On August 17, 2023, the City Manager signed Task Order #2 Amendment 2 to set the scope of work and compensation for Fiscal Year 2023-24. Compensation for FY24 was \$140,000 leaving approximately \$18,000 of the approved budget not encumbered

ITEM ANALYSIS

Overall SHN's standard level of effort is consistent with the expenses approved in the current budget. However, due to the large amount of housing developments the City has experienced this year and the additional effort needed to get the City's Housing Element approved by HCD, SHN has exceeded the compensation set forth in the approved task order and current budget. The City did receive the LEAP and REAP grants which provided funding toward completing the required Housing Element update. Due to the multiple revisions requested / resubmittals required by HCD, however, this grant funding was not enough to cover all the expenses incurred in completing the Housing Element. All SHN costs have now been accounted for and the shortfall between grant funding and the total Housing Element level of effort expense is approximately \$33,000.

The City has also received a Competitive Permanent Local Housing Allocation (CPLHA) grant which includes \$250,000 for administration. The completion of the Housing Element was a critical component of receiving the grant and is, therefore, an eligible grant expense. Thus, staff will be requesting (and expect to receive) reimbursement for these additional SHN costs through the CPLHA grant.

Over this last year, the City has also processed several large housing projects including the Battery Point Apartment Development (162-unit Apartment Complex) and Harbor Point Apartments (27-unit Senior Apartment Complex). These projects are desperately needed to help address the housing needed in our community, although they also require

a lot of staff time and SHN consulting time to complete the planning and permitting process. These costs are offset by some of the permitting fees associated with the development. the City's current planning fees are extremely low and do not cover the costs associated with large or more complicated developments. However, with these two projects listed above the large construction evaluation does result in significant plan check and building permit fee revenue. These fees are intended to also pay for the direct and indirect expenses associated with permit review and construction inspection. The Battery Point Project and Harbor Point Projects plan check fee revenue totaled approximately \$250,000. SHN has tracked approximately \$20,000 of additional time. The City's building plan check consulting firm (BPR) has also performed work in the amount of approximately \$153,000 to assist with the permitting. These expenses will be offset by the plan check revenue. In addition, SHN has spent a significant amount of time on other housing projects also currently under construction, with their own additional plan check revenue.

FISCAL ANALYSIS

City staff is requesting City Council approve Task Order #2 Amendment 3 increasing the total compensation for Planning Services from \$140,000 to \$213,000 to complete funding for city planning activities through the end of Fiscal Year 23-24.

The existing approved FY23/24 budget includes \$158,000 for planning services, the newly created CPLHA budget will be able to cover the Housing Element expenses of approximately \$33,000, and if approved, attached Resolution No. 2024-34 will amend the General Fund expense budget by \$22,000 for the extra effort with permitting and review of the multiple housing projects currently under construction. The Plan Check revenue that will pay for increased expense was included in previously approved budget amendments.

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

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY

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

- Streamlining services that support new, existing, and prospective businesses

ATTACHMENTS

1. SHN Task Order #2 Amendment 3
2. Resolution 2024-34

Task Order #2 Amendment 3 to Master Agreement

CLIENT: City of Crescent City

AGREEMENT FOR PROFESSIONAL SERVICES DATE: May 16, 2022

SHN JOB NUMBER: 022111

SERVICES TO BE PERFORMED:

1. **Client** shall provide:
 - A. Any available information necessary to complete the requested services
2. **Consultant** shall perform the following services:
 - A. Provide FY24 general planning and engineering services on a time and materials basis, as requested by the City's Public Works Director or City Manager
 - B. Provide FY24 Planning Director services on a time and materials basis, as requested by the City's Public Works Director or City Manager
 - C. Provide FY24 support for the roll out of the Housing Element (over grant allocation) on a time and materials basis, as requested by the City's Public Works Director or City Manager
 - D. Provide FY24 support for ordinance publication on a time and materials basis, as requested by the City's Public Works Director or City Manager

COMPENSATION:

Client agrees to compensate Consultant as follows:

Time and expenses not to exceed ~~\$140,000~~ \$213,000 in accordance with SHN's 2022 Fee Schedule without express written authorization of the Client.

CONDITIONS AND OTHER PROVISIONS:

This Task Order shall be made to the original Agreement between Client and SHN on the date referenced above. All other conditions and provisions of Agreement shall remain in full force and effect.

APPROVED

CLIENT:



CONSULTANT:

G:\Council Agenda Reports\CM Approved Agenda Reports\2024\5-6-24\SHN
Planning Service BA - Housing Element - Development Projects\2024.04.02 -TO2a3
General Planning Services EW.docx

BY:_____

BY:_____

NAME:_____

NAME:_____

TITLE:_____

TITLE:_____

DATE:_____

DATE:_____

[End of Task Order]



RESOLUTION NO. 2024-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING
THE FISCAL YEAR 2023-24 BUDGET OF THE CITY OF CRESCENT CITY**

WHEREAS, the budget for the fiscal year beginning July 1, 2023, as submitted by the City Manager, was reviewed by the City Council and a public hearing was held thereon the 5th day of June 2023; and

WHEREAS, the City Council adopted said budget by way of Resolution 2023-39 and has the authority to amend said budget from time to time; and

WHEREAS, the City is currently working on many projects including four large apartment complexes which require additional planning support; and

WHEREAS, the City is publishing the Housing Element requiring additional work exceeding the grant allocation; and

WHEREAS, this work requires the professional services of a consultant; and

WHEREAS, the City has received additional Plan Check and CPLHA Grant revenue included in previous budget amendments offsetting these costs; and

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

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

1. That the Fiscal Year 2023-24 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General Fund		\$22,000.00

APPROVED and ADOPTED and made effective the same day at a regular meeting of the City Council of the City of Crescent City held on the 6th day of May 2024 by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: LINDA LEAVER, FINANCE DIRECTOR

DATE: MAY 6, 2023

SUBJECT: MEASURE S OVERSIGHT COMMITTEE ANNUAL REPORT FOR FISCAL YEAR 2022/2023

RECOMMENDATION

- Hear staff report
- Receive report from Measure S Oversight Committee Chair Perry
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Receive and file Crescent City Measure S Oversight Committee Fiscal Year 2022/ 2023 Annual Report

BACKGROUND

Part of the Measure S Oversight Committee's responsibilities are to review and publicly report on the annual expenditure of Measure S revenues. Attached is the FY22/23 Financial Statements and Independent Auditor's Reports (Prepared by Badawi & Associates) as well as summary of the Measure S budgeted and actual revenues and expenditures by department and category. The City's Measure S financial statements are provided to give an accurate financial snapshot at a specific point in time. The City Council engages a Certified Public Accountant (CPA) to independently audit these statements to provide users of financial reports with assurance concerning their reliability and that the statements are fairly presented.

The independent auditor tests and reviews the City's records and policies, interviews City staff, and confirms certain details with outside parties (including banks, the State, the County, the City's insurance provider, legal firms, local businesses, and others) in order to provide an opinion on whether the financial statements present fairly, in all material respects, the financial position of the City. Audit work begins after the fiscal year ends (June 30) and continues through several phases taking approximately six months. The Fiscal Year 2022-23 Measure S audit was completed January 18, 2024.

As a general overview the Measure S fund had a beginning balance of \$405,485 as of June 30, 2022. In FY22/23 total Measure S revenues were budgeted at \$2,688,524. This is comprised of two components, \$2,300,000 of that was budgeted for Measure S sales tax revenue and \$388,524 that was expected to be additional revenue from the Crescent Fire Protection District for Crescent City Fire and Rescue expenses that have a cost share allocation with the District. Actual revenue was \$2,319,969 from Measure S Sales Tax and \$81,967 of additional revenue from the Fire District for a total revenue amount of \$2,401,936. The additional revenue from the Fire District was under budget primarily due to staff vacancies in the Fire Department (Career Fire Captains), resulting in a total revenue variance of \$286,588 under the final budget

Measure S expenditures were also lower than budgeted. The final approved budget was \$2,607,794 of which the City spent \$1,665,911 for a variance of \$941,883 under budget. This variance again is primarily due to fire expenses being lower than expected because of vacancies and lower fire personnel involvement in volunteer programs as well as street maintenance projects that were rolled over to the next fiscal year. With the FY 22-23 results, the fund balance as of June 30, 2023 is \$1,141,510. Please see the supplementary Information page within the Audit for a more detailed budgeted to actual report from the various Measure S funded departments of the Fred Endert Pool (Human services and Recreation), Fire (Public Safety – Fire), Police (Public Safety – Police), Streets (Public Works), and Financial Oversight (Other).

Total Measure S expenditures in FY 22-23 by department included:

Department	Expenditures
Fire (total expenditures, not including reimbursements from Fire District)	\$182,101
Police	\$609,322
Streets	\$376,708
Pool	\$490,280
Financial oversight	\$7,500
Total	\$1,665,911

ANALYSIS

On April 3, 2024 the Measure S Oversight Committee held a public meeting at the Wastewater Treatment Plant. City staff presented the audit report as well as the approved budget and actual fiscal year 2022/2023 revenue and expenditures. After discussion the Oversight Committee then unanimously approved Resolution No. MS2024-01 approving the Committee's annual report. This report confirms the revenues received, the total expenditures, the balance of Measure S funds as of 6/30/23, and what departments/projects were funded with Measure S revenues in FY22-23.

FISCAL ANALYSIS

The City received \$2,401,936 in Measure S tax revenues in FY 22-23. The Measure S fund balance as of June 30, 2023 was \$1,141,510.

STRATEGIC PLAN ANALYSIS

This action supports the following Strategic Plan Goals and Policies:

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

GOAL 2: Promote a thriving local economy

- A. Evaluate and optimize additional revenue sources

GOAL 3: Obtain the highest levels of organizational excellence

- A. Develop a results based organization which utilizes community involvement, innovation, transparency, and leadership
- B. Maintain responsible fiscal management and accountability
- 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
 - Defining strategies to reconstruct or improve all outdated City facilities (including the Police Department) for enhanced safety, accessibility, and efficiency

ATTACHMENTS

1. Resolution No. MS 2024-01, approving the Measure S Annual Report

Resolution No. 2024-01

**A RESOLUTION OF THE CRESCENT CITY MEASURE S OVERSIGHT COMMITTEE
APPROVING A REPORT ON MEASURE S FUNDS FOR FISCAL YEAR 2022-2023**

Whereas, the voters of the City of Crescent City passed Measure S in November 2020 imposing a 1.0% transactions and use tax ("sales tax") to be imposed within the City limits; and

Whereas, Measure S requires that the City have an oversight committee made up of two-non-voting staff members and five voting city residents, appointed by the Mayor and confirmed by the City Council; and

Whereas, Measure S also requires that the oversight committee report publicly on an annual basis regarding the expenditure of Measure S revenues; and

Whereas, the City's independent auditor, Badawi & Associates, has completed a separate audit of Measure S funds for FY 2022-2023; and

Whereas, the auditor's report has been provided to the Measure S Oversight Committee; and

Whereas, City staff have also provided the Measure S Oversight Committee with detailed information on the revenues and expenditures of Measure S funds for FY 2022-2023; and

Whereas, the Measure S Oversight Committee has met in a duly noticed public meeting and considered the information presented thereat.

NOW, THEREFORE, BE IT RESOLVED by the Crescent City Measure S Oversight Committee that the attached Measure S Committee Report for FY 2022-2023 is hereby approved.


APPROVED and ADOPTED and made effective the same day by the Crescent City Measure S Oversight Committee at a meeting thereof held on this 3rd day of April 2024 by the following polled vote:

AYES: Committee Members Reno, Shamblin, Tinkler, and Chairman Perry
NOES: None
ABSENT: None
ABSTAIN: None



Ernie Perry, Chairperson

ATTEST:



Robin Altman, City Clerk

Crescent City Measure S Oversight Committee

Fiscal Year 2022-2023

Annual Report

Voting Committee Members:

- Ernie Perry, Chair (24-25)
- Steve Shamblin, Vice Chair (24-25)
- Candice Tinkler (23-24)
- Dana Reno (23-24)
- Vacant

Non-Voting Committee Members:

- Eric Wier, City Manager
- Linda Leaver, Finance Director

Dear City Council and Residents of Crescent City:

The Crescent City Measure S Oversight Committee makes this report pursuant to Crescent City Municipal Code 3.30.140.

1. PERIOD COVERED

This report covers Fiscal Year 2022-2023 (July 1, 2022 through June 30, 2023).

2. MEASURE S REVENUES

During FY 2022-2023, the City received \$2,319,969 in Measure S tax revenue. The original approved budget included a tax revenue estimate of \$2,000,000 which was later increased to \$2,300,000 based on updated sales tax revenue projections from HdL, a consultant which the City contracts to provide sales tax and Measure S revenue projections. Some additional revenue is received as reimbursement from the Fire District when Measure S funds are spent on items that are shared with the District. When the District reimburses the City for its share of those items, the reimbursement revenue is returned to the Measure S balance.

	Original Budget	Final Budget	Actual	Variance
Measure S sales tax	2,000,000	2,300,000	2,319,969	19,969
Charges for service (Fire District reimbursement)	339,634	388,524	81,967	(306,557)
Total revenues	2,339,634	2,688,524	2,401,936	(286,588)

3. MEASURE S EXPENDITURES

Measure S funds are intended to fund public safety (Police and Fire), streets, the swimming pool, and financial oversight of the Measure S funds. The committee met several times to develop recommendations to augment existing funding for these services for the FY 2022-23 budget:

- March 15, 2022 (discuss priorities)
- April 7, 2022 (discuss priorities)
- May 11, 2022 (recommendation for FY 22-23 budget – Resolution MS 2022-02)
- August 18, 2022 (update recommendations for FY 22-23 budget – Resolution MS 2022-03)
- December 21, 2022 (update recommendations for FY 22-23 budget – Resolution MS 2022-04)
- January 30, 2023 (update recommendations for FY 22-23 budget – Resolution MS 2023-01)
- March 29, 2023 (update recommendations for FY 22-23 budget)

The committee maintains a five-year spending plan for Measure S funds, which is updated each time the committee reviews the budget and makes recommendations.

All recommendations of the Measure S committee were approved by the City Council and incorporated into the City budget, except for the funding of a part-time Police Records Specialist, which the City Council voted to fund with General Fund resources.

Total Measure S budgeted expenditures for FY 22-23 were \$2,607,794 and the total actual expenditures were \$1,665,911.

	Original Budget	Final Budget	Actual	Variance
Fire (total expense before reimbursement)	702,084	810,966	182,101	(628,865)
Police	510,739	670,888	609,322	(61,566)
Streets	605,000	605,000	376,708	(228,292)
Pool	511,701	513,440	490,280	(23,160)
Finance	7,500	7,500	7,500	-
Total expenses	2,337,024	2,607,794	1,665,911	(941,883)

Some of the unspent funds were recommended to be rebudgeted / reallocated to Measure S priorities in the FY 2023-24 budget, and those recommendations were approved by the City Council and incorporated into the City's budget.

Some of the Measure S expenditures are transfers to capital improvement funds for long-term projects. The transfer is an expenditure in the Measure S fund (and therefore no longer part of the ending Measure S fund balance), although the specific project or purchase may not be completed in the same year. The ongoing funds are tracked to ensure they are ultimately spent on the Measure S recommended priorities.

- Fire Vehicle and Equipment Replacements: annual funding set aside for future replacement of fire apparatus, vehicles, SCBA, and other large equipment purchases;

balance at June 30, 2023 of \$136,000 (to be reserved for future replacement of Fire Engine #10)

- Police Vehicle Replacements: annual funding set aside for replacement of police vehicles; balance at June 30, 2023 of \$21,066 (fully expended in FY 23-24)
- Capital improvements
 - Front Street: balance at June 30, 2023 of \$145,191 (fully expended in FY 23-24)
 - Street preservation project: balance at June 30, 2023 of \$12,286
 - Pool HVAC: balance at June 30, 2023 of \$448,782 (currently out to bid, to be constructed in FY 24-25)
 - Pool flooring (locker room): balance at June 30, 2023 of \$130,000 (to be constructed in FY 24-25)
 - Fire Hall improvements: balance at June 30, 2023 of \$46,477 (to be discussed for spending in FY 24-25 budget)
 - Police facility improvements: balance at June 30, 2023 of \$111,915 (to be expended FY 23-24 or FY 24-25)

4. MEASURE S FUNDS REMAINING

In addition to the Measure S beginning fund balance of \$405,485, Measure S expenditures were less than Measure S revenues received in FY 22-23, resulting in a fund balance of \$1,141,510 as of June 30, 2023.

5. AUDIT REPORT

The Measure S revenues, expenditures, and fund balance have been audited by an independent auditing firm (Badawi & Associates) for the year ended June 30, 2023. The auditor's report is available on the City's website.

Respectfully,



Ernie Perry, Chairperson
Measure S Oversight Committee

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ASHLEY TAYLOR, ECONOMIC DEVELOPMENT AND RECREATION DIRECTOR

DATE: MAY 6, 2024

SUBJECT: FEE WAIVER FOR DEL NORTE COUNTY JUNIOR GIANTS PROGRAM

RECOMMENDATION

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Waive permit and lighting fees associated with the use of Peterson Park by the County of Del Norte for their Summer Junior Giants Program

BACKGROUND

Junior Giants is a free, non-competitive, and innovative co-ed baseball program made possible by the Giants Community Fund in collaboration with the San Francisco Giants. The program aims to utilize baseball as a forum to encourage youth and their families to live healthy, productive lives and teaches children ages 5-13 years old the fundamentals of baseball and places an emphasis on building character over winning or losing. The program offers a wide array of educational components, including the Round-the-Bases Reading Program, the Strike-Out Bullying Contest, and Four Bases of Character Development (Confidence, Integrity, Leadership and Teamwork). This program encourages kids to live healthy and productive lives by getting outside, playing baseball and learning important life lessons at the same time.

ITEM ANALYSIS

City staff were approached by the County requesting the use of Peterson Park during their Junior Giants program that runs from early June through mid-August. Currently the program serves over 200 youth per season and is outgrowing Pyke Field. The request to utilize the fields would be at no charge and supports the interests of the community by providing a space for the program to continue serving more youth.

The amount of use will vary and depend on enrollment in the program, but in past seasons the program held practices Mondays through Thursdays from 5:15pm-8pm and games were held throughout the day on Saturdays. Once enrollment has been finalized, the County will work with City staff to reserve Peterson Park during the days and times needed to support the program. County staff agree to prep the fields as necessary to hold games and practices and will be responsible for cleaning up after activities. This program will run concurrent with Del Norte Little League, however the two programs are in coordination with each other. It is anticipated that the Junior Giants program will utilize the “small” field at the southwest corner of Peterson Park (only appropriate for the younger ages) if Del Norte Little League is utilizing the larger field.

City staff believe this partnership will support capacity building for the program and offer more opportunities for youth in the community to participate in this valuable activity.

FISCAL ANALYSIS

The fees associated with reserving Peterson Park include a permit review fee of \$32 and lighting fees during hours beyond daylight. It is estimated that the total cost of lighting for this program would be approximately \$180, based on the need for lighting from 7pm-8pm, 4 days a week for 9 weeks. By approving this fee waiver, the City would not be charging the County approximately \$212 for their use of Peterson Park.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic plan Goals:

- GOAL 1: SUPPORT QUALITY SERVICES, COMMUNITY SAFETY, AND HEALTH TO ENHANCE THE QUALITY OF LIFE AND EXPERIENCE OF OUR RESIDENTS AND VISITORS
 - A. Enhance collaboration with other agencies and the community to better aid the public.
 - 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
 - B. Support community organizations that provide measurable services to the community.
 - D. Collaborate with other jurisdictions and non-profits to maximize regional effectiveness and amplify funding opportunities.

ATTACHMENTS

1. None



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ETHAN LAWTON, CONTRACT CITY PLANNER

DATE: MAY 6, 2024

SUBJECT: GENERAL PLAN ANNUAL PROGRESS REPORT (APR)

RECOMMENDATION

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Provide direction to staff on any proposed changes to the General Plan APR
- Approve the General Plan Annual Progress Report.

BACKGROUND

The General Plan is a guiding document for the long-term physical development of a community and is required to be updated periodically to reflect current circumstances. California Government Code Section 65400(a)(2) mandates that all cities and counties submit to their legislative bodies an annual report on the status of the general plan and implementation progress. This General Plan Annual Progress Report (GP APR) was approved by the Crescent City Planning Commission on March 14, 2024. After approval by the City Council a copy of this GP APR will be submitted to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

ANALYSIS

The General Plan Annual Progress Report (GP APR) supports the finding that the GP is utilized by the City in the long-term physical development of the City. The APR is broken into 6 sections. Within these 6 sections it is discussed and concluded that the City of Crescent City GP remains a useful and valuable tool to assist the City in providing

policy direction to decision-makers and information for residents and interested parties. The GP APR concludes:

- The City of Crescent City General Plan's growth threshold has not been met and the Plan continues to be a valid guiding document to the City.
- The City intends to prepare updates to four of the General Plan Elements within the next three years.
- The City, in 2023, acted to continue implementing and upholding the Goals of the General Plan.
- The General Plan's goals and policies are up-to-date and valid.

The GP APR also identifies which Elements are planned to be updated in the near future. The Health and Safety Element and Transportation and Circulation Element are set to be updated in 2024. State Law requires that after updating two GP Elements, the jurisdiction must also develop and adopt an Environmental Justice (EJ) Element. This new EJ Element is set to be prepared and adopted in 2024. The Land Use and Community Development Element is set to be updated in 2025.

By the end of 2026, four of the eight Elements will have been updated. With the proposed Element updates, a comprehensive General Plan update is not necessary, and the findings listed above would remain valid.

FISCAL ANALYSIS

The fiscal impact of the General Plan Annual Progress Report is minimal and is paid for by the General Fund. Proposed amendments to the General Plan Elements discussed in the GP APR will be funded by the General Fund or appropriate available grant funding.

STRATEGIC PLAN ANALYSIS

This action supports the following Strategic Plan Goals:

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

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY.

GOAL 3: OBTAIN THE HIGHEST LEVELS OF ORGANIZATIONAL EXCELLENCE.

ATTACHMENTS

1. 2023 General Plan Annual Progress Report



CITY OF CRESCENT CITY 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

Submitted by:

**City of Crescent City
Community Development Department
Planning & Zoning
377 J Street
Crescent City, CA 95531**

March 2024

**CITY OF CRESCENT CITY
2023 GENERAL PLAN ANNUAL PROGRESS REPORT**

Contact: **Ethan Lawton**
Title: **City Planner/Consultant**
Phone Number: **(707) 822-5785**
Email: **elawton@shn-engr.com**

Agency: **City of Crescent City**
Website: **crescentcity.org**
Community Development Department Director: **Bob Brown**
Address: **377 J Street, Crescent City CA 95531**
Phone Number: **(707) 464-7483**

Jurisdiction Type: **City**
Name of Jurisdiction: **City of Crescent City**
Charter City: **No**
Reporting Period Type: **Calendar Year**
Reporting Period: **January 1, 2023 through December 31, 2023**
Resubmittal: **No**

CERTIFICATION OF ACCURACY

The undersigned, in the capacity of City Planner on behalf of the City of Crescent City, has reviewed the information provided in the forms and report contained herein, and certifies, to the best of his knowledge, that the information provided herein is true and correct.

Ethan Lawton

March 14, 2024

Ethan Lawton, City Planner/Consultant

Date

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SECTION 1: INTRODUCTION

1.1 State Law and Local Planning

The General Plan (GP) is a guiding document for the long-term physical development of a community and is required to be updated periodically to reflect current conditions and community needs. California Government Code Section 65400(a)(2) mandates that all cities and counties submit to their legislative bodies an annual report on the status of the general plan and implementation progress. The 2023 General Plan Annual Progress Report (GP APR) must be approved and accepted by the Crescent City Planning Commission prior to submittal. After acceptance a copy of the 2023 GP APR will be submitted to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The City of Crescent City General Plan (2001) was adopted by the City Council on May 21, 2001. Since the plan's adoption, the City has sought to implement the programs contained in it through a variety of efforts including application of General Plan polices during the review of new development projects, substantive environmental review of new development, construction of new and updated infrastructure through the annual Capital Improvement Program, continued active code enforcement efforts, and an economic development program. The City's General Plan continues to be a valid and useful document with its goals and policies being advanced by City actions throughout the 2023 calendar year.

1.2 Executive Summary

As described in this report, the City of Crescent City General Plan is a useful and valuable tool to assist the City in providing policy direction to decision-makers and information for residents and interested parties.

In that context and in terms of the City of Crescent City and its General Plan, this report concludes the following:

- The City of Crescent City General Plan's growth threshold has not been met and continues to be a valid guiding document to the City.
- The City intends to prepare updates to four of the General Plan Elements within the next three years.
- The City, in 2023, has acted to continue implementing and upholding the Goals of the General Plan.
- The General Plan's goals and policies are up-to-date and valid.

1.3 Date of Presentation

The 2023 General Plan Annual Progress Report (GP APR) is scheduled as a discussion item at the March 14, 2024 Crescent City Planning Commission meeting. The meeting was held in the Wastewater Treatment Plant Conference Room at 5:30 pm, 210 Battery Street, Crescent City, CA. Once the GP APR is accepted by the Planning Commission, it will then be submitted to the Office of Planning and Research and the Department of Housing and Community Development.

SECTION 2: GENERAL PLAN IMPLEMENTATION

Crescent City’s Planning Area is defined by an east west line coinciding with Blackwell Road, following south along Elk Valley Road, and then following the Federal and State lands to the east. The City its self is only 2.4 square miles. The Pacific Ocean borders the City to the West and State and Federal Lands border the City to the east.

2.1 General Plan Updates

A General Plan is the City’s blueprint for growth. All development approvals must be consistent with the general plan. Therefore, a general plan is useful if it provides up-to-date information, goals, policies, and programs that are consistent with current City growth policies, and which are physically and economically feasible to implement. Table 2.1: General Plan Updates below displays the dates of the currently adopted elements as well as their most recent or planned updates.

TABLE 2.1: GENERAL PLAN UPDATES			
General Plan Elements	Year Adopted	Year Updated/Adopted	Planned Update
Land Use and Community Development Element	2001	N/A	2025
Housing Element	2001	2016 and 2023	2030
Transportation and Circulation Element	2001	N/A	2024
Public Facilities and Services Element	2001	N/A	2026
Recreational and Cultural Resources Element	2001	N/A	2026
Natural Resources and Conservation Element	2001	N/A	2026
Health & Safety Element	2001	N/A	2024
Environmental Justice Element	N/A	N/A	2024

The City’s 6th Cycle Housing Element was adopted by City Council on September 5, 2023 and certified by the California Department of Housing and Community Development (HCD) on November 17, 2023. The City will update the Transportation and Circulation Element and the Health and Safety Element in 2024 to ensure consistency with the updated Housing Element. At this time, the City will have updated more than two General Plan Elements and will be required by the State to develop and adopt an Environmental Justice Element, which is scheduled to be developed and adopted in 2024. The Land Use and Community Development Element is scheduled to be updated in 2025.

The recent and planned Elements update half the 2001 General Plan. With the GP population threshold for buildout not yet met and the planned update of four Elements, the 2001 General Plan does, and will include up-to-date information and valid goals, policies, and programs to plan for the future.

2.2 General Plan Threshold

The 2001 General Plan established a threshold for planned build out consistent with the projected population growth. In 1996, as reported in the 2001 General Plan, Crescent City had a population of 4,653 people excluding residents of Pelican Bay State Prison. Del Norte County had a population of 27,292 people in 2001. The City has about 17 percent of the County's population. The Department of Finance (DOF) predicted the 2020 population of Del Norte County would be 27,683 people. The 2001 General Plan planned to accommodate 17% percent of the projected growth of the County.

Therefore, the General Plan's established threshold can accommodate a population of approximately 5,000 people. The City's population as reported in the 2020 census was 6,673 people, adjusted to exclude Pelican Bay State Prison residents, the City's population in 2020 was approximately 4,173 people. Thus, the City has only grown to 83 percent of the 2001 General Plans buildout threshold. The Crescent City General Plan threshold for growth has not been met.

Additionally, the DOF has predicted a negative population growth within the City consistent with the population projections shown in Table 2.2: Department of Finance Population Projections (2020-2060). Therefore, it is unlikely that the General Plan's growth threshold will be met in the near future. The General Plan's goals, policies, and programs are still relevant to accommodate projected growth within the City.

TABLE 2.2: DEPERTMENT OF FINANCE POPULATION PROJECTIONS						
Del Norte County	2020	2030	2040	2050	2060	2020-2060
Population Projections	27,683	24,783	23,347	21,836	20,740	-6,943
Increase/Decrease	None	-2,900	-1,436	-1,511	-1,096	-25%
<i>Source: California Department of Finance. Demographic Research Unit. Report P-2A: Total Population Projections, California Counties, 2020-2060 (Census 2020 PL94, 2020 Demographic Analysis; Bureaus Vintage 2020 Release). Sacramento: California. July 2021.</i>						

SECTION 3: GENERAL PLAN PROGRESS

The progress of General Plan implementation is reported by first introducing the goals of each Element, enumerating the action steps taken towards implementing and upholding the goals of the General Plan, then a concluding statement of the Plans ability to continue guiding development throughout the City.

3.1 Land Use and Development Element

The following goals are from the General Plan's Land Use and Community Development Element:

Goal 1.A. – *“To encourage the overall economic and social growth of the City while maintaining its position of importance in the county and improving its overall aesthetic appeal.”*

Goal 1.B. – *“To create a compact, pedestrian-oriented, economically-robust VCL area (see figure 6) that provides a clear geographic focus for attracting visitors and residents and for increasing private sector investment.”*

Goal 1.C – *“To enrich and enhance pedestrian/tourist activity in the downtown by creating attractive and well-maintained public open space that will provide a sense of central space or village atmosphere where people could meet, socialize, and eat.”*

Goal 1.D – *“To expand and enhance the VLC area, Crescent City Harbor, and downtown as a tourist destination.”*

Goal 1.E – *“To create a safe, clean, and pedestrian-friendly downtown area.”*

Goal 1.F - *“To provide adequate land in a range of residential densities to accommodate the housing needs of all income groups expected to reside in Crescent City, while ensuring a high quality of residential development.”*

Goal 1.G – *“To designate adequate commercial land for and promote development of commercial uses compatible with surrounding land uses to meet the present and future needs of Crescent City residents, the regional community, and visitors and to maintain economic vitality.”*

Goal 1.H – *“To designate adequate land for and promote development of industrial uses to meet the present and future needs of Crescent City residents for jobs and to maintain economic viability.”*

Goal 1.I – *“To maintain a healthy and diverse local economy that meets the present and future employment shopping, recreational, public safety, and services needs of Crescent City residents and to expand the economic base to better the need of residents.”*

Goal 1.J. – *“To maintain and enhance the quality of Crescent City's built environment (i.e.,*

historical buildings, major corridors, city entrances, landscape, and streetscape).

Goal 1.K. – *“To ensure optimum utilization of the Harbor’s commercial tourism and recreational potential, while allowing for appropriate public uses, developing access as a Harbor, conserving the Harbor’s open water, improving the Harbor’s aesthetic appeal and increasing its economic viability.”*

Goal 1.L. – *“To provide for the ongoing administration and implementation of the General Plan.”*

Land Use and Community Development Element Goals Analysis:

The Land Use and Community Development Element is general in its goals and policies in order to accommodate a variety of developments throughout the City. In 2023, the City processed 50 Business License Applications, 49 Building Permit Applications, 16 Site Plan & Architectural Design Reviews, 19 CEQA exemptions, and 149 General Plan Inquiries. In addition, the City Council adopted the 6th cycle Housing Element on September 5, 2023, which plans for development through 2030. During the update of the Housing Element, Crescent City made efforts to reach all community segments to determine housing needs and strategies through public outreach and to solicit community involvement. The Element also includes a site inventory listing all available and vacant sites appropriate for residential or mixed-use development and concludes that there is enough land for a range of residential densities for all segments of the population. It also identifies the need for special housing needs. Therefore, the Land Use Element is valuable and adequate in characterizing the nature of the City and General Plans overarching goals and policies as the City undertook the measures and projects listed in Section 4: General Plan Action to advance the Land Use and Community Development Element. Amendments to this section are scheduled to take place in 2025.

3.2 Housing Element

The following goals are from the General Plan’s 6th cycle Housing Element:

Goal HG-1: - *“Assure adequate, safe, cost-effective and energy-efficient housing opportunities for the community, while maintaining the quality living environment and character of the City of Crescent City, by planning for and enabling the development of balanced residential neighborhoods with access to affordable housing, community facilities, and public services, including transit.”*

Goal HG-2: - *“Provide for adequate housing for persons with special housing needs such as target income groups, seniors, disabled, students, and single-parent-headed households.”*

Housing Element Goals Analysis:

The Element includes a sites inventory listing all available and vacant sites appropriate for residential or mixed-use development and concludes that there is enough land for a range of residential densities for all segments of the population and identifies special programs for increasing public outreach, connecting developers, disability housing services, at-risk housing and lower income and supportive housing needs. The Housing Element adopted on September 5,

2025, by the City Council and certified by the California Department of Housing and Community Development (HCD) on November 17, 2023 with consistency with the City's General Plan and does not propose any goals, policies, or programs that are considered contrary to General Plan goals, policies, and programs.

3.3 Transportation and Circulation Element

The following goals are from the General Plan's Transportation and Circulation Element:

Goal 3.A. – *“To plan for the long-range planning development of Highway 101 to ensure the safe and efficient movement of people and goods.”*

Goal 3.B. – *“To develop and maintain a safe and efficient public transportation system that reduces congestion and provides viable alternatives transportation in and through the Crescent City Planning Area.”*

Goal 3.C. – *“To ensure the use of the bicycle as an alternative, energy efficient mode of transportation within the city and to develop a system of bikeways and bicycle parking facilities which will safely and effectively serve those wishing to utilize bicycles for commute and recreational trips.”*

Goal 3.D. - *“To encourage and facilitate walking throughout the city.”*

Goal 3.E. – *“To promote the improvements and maintenance of general and commercial aviation facilities within the parameters of compatible surrounding land uses.”*

Goal 3.F. – *To promote the maintenance and improvement of the Crescent City Harbor facilities.”*

Goal 3.G. – *“To promote development of multimedia communications as a viable mode of transportation and commerce.”*

The Transportation and Circulation Element in the General Plan is devised and designed to support the Land Use Element and policies for both current uses and future growth. The Transportation and Circulation Element has not been amended since its adoption, and the goals, policies, and programs of the Element remain valid as the City undertook the measures and projects listed in Section 4: General Plan Action to advance the Transportation and Circulation Element. Therefore, the Element continues to serve to facilitate the implementation of the Land Use Plan, and the assumptions and projections supporting its designations of streets and roadways are accurate and provide a legally adequate and viable plan. Amendments to this section are scheduled to take place in 2024.

The City's 2001 General Plan Environmental Impact Report (EIR) evaluated the City road capacity in 1998, including U.S. Highway 101 that divides the City. When comparing with 2023 traffic counts, there is similarity to numbers from 1998 with no appreciable increase. The 2023 Caltrans traffic counts for U.S. Highway 101 can be found at the following web address.

<https://dot.ca.gov/programs/traffic-operations/census>.

3.4 Public Facilities and Services Element

The following goals are from the General Plan's Public Facilities and Services Element:

Goal 4.A. – *“To ensure the effective and efficient provisions of public facilities and services for existing and new development.”*

Goal 4.B. – *“To ensure the availability of an adequate and safe water supply and the maintenance of high-quality water for residents of and visitors of the Crescent City urban area.”*

Goal 4.C. – *“To ensure adequate wastewater collection, treatment, and disposal within the Urban Boundary.”*

Goal 4.D. – *“To ensure the safe and efficient disposal or recycling of solid waste generated in Crescent City.”*

Goal 4.E. – *“To collect and convey stormwater in a manner that least inconveniences the public, reduces or prevents potential water-related damages, and protects the environment.”*

Goal 4.F. – *“To provide for the education needs of Crescent City residence.”*

Goal 4.G. – *“To provide police and fire services that protect residents of visitors to Crescent City from injury and loss of life and protect property.”*

Goal 4.H. – *“To provide efficient and cost-effective utilities.”*

The Public Facilities and Services Element goals contain policies and programs that seek to ensure adequate services and public facilities for Crescent City's existing and projected population which contains standards and guidelines that ensure adequate water supply, wastewater treatment, stormwater, solid waste, protection services, and utilities within the City and relevant portions of the planning area. The Public Facilities and Services Element contained within the General Plan has been used by staff and has provided valuable guidance and policy direction for the City. This Element is current and accurate and remains useful and legally adequate as the City undertook the measures and projects listed in Section 4: General Plan Action to advance the Public Facilities and Services Element.

3.5 Recreation and Cultural Resources Element

The following goals are from the General Plan's Recreation and Cultural Resources Element:

Goal 5.A. – *“To encourage the development and maintenance of existing and new parks and recreational facilities to serve the needs of present and future residents, employees, and visitors.”*

Goal 5.B. – *“To develop a system of interconnected hiking, riding, and bicycling trails and paths suitable for active recreation and transportation and circulation.”*

Goals 5.C. – *“To provide full coastal recreation opportunities for the public while assuring the protection of important coastal resources and the rights of private property owners.”*

Goal 5.D. – *“To provide the full benefits of access to coastal recreation to all residents of and visitors to Crescent City.”*

Goal 5.E. – *“The City shall encourage the maintenance of the visual and scenic beauty of Crescent City.”*

Goal 5.F. – *“To encourage development of private recreational facilities to supplement public facilities and to provide for economic development opportunities.”*

Goal 5.G. – *“To encourage identification, protection, and enhancement of Crescent City’s important historical, archeological, paleontological, and cultural sites and activities, and their contributing environment.”*

Tribal Consultation occurred either formally according to AB 52, or, more often, informally (beyond minimum legal requirements) to receive direction on City projects and to gain support for grant application submittals from representative tribes.

The Recreational and Cultural Resources Element goals contain policies and programs that generally seeks maintain and protect recreation and cultural resources which contains standards and guidelines that protect existing recreation uses, and new potential recreation uses, all while considering their impacts to residents and cultural resources. The Recreational and Cultural Resources Element contained within the General Plan has been used by staff and has provided valuable guidance and policy direction for the City. This Element is current and accurate and remains useful and legally adequate as the City undertook the measures and projects listed in Section 4: General Plan Action to advance the Recreation and Cultural Resources Element.

3.6 Natural Resources/Conservation Element

The following goals are from the General Plan’s Natural Resources/Conservation Element:

Goal 6.A. – *“To maintain and where possible enhance marine resources, coastal waters, and sensitive coastal habitats, thereby recognizing the economic and biologic significance of these resources.”*

Goal 6.B. – *“To protect and enhance the natural qualities of Crescent City’s streams, creeks, and groundwater and to ensure sufficient water supplies of good quality for all beneficial uses.”*

Goal 6.C. – *“To maintain the productivity of soils, reduce erosion, and prevent unsafe and unhealthy soil conditions within Crescent City Planning Area.”*

Goal 6.D. – *“To protect, restore, and enhance wildlife habitat that support fish and wildlife species throughout the Crescent City Planning Area.”*

Goal 6.E. – *“To protect and improve air quality in Crescent City and the region.”*

Goal 6.F. – *“To promote development of agriculture uses that support the continued viability of agriculture activities in the Crescent City Planning Area.”*

Goal 6.G. – *“To conserve forest resources, enhance the quality and diversity of forest ecosystems, reduce conflicts between forestry and other uses, and the encourage a continued yield of forest products in the Planning Area.”*

These goals contain policies and programs that seek to protect the natural resources present within the Crescent City Planning Area. The Natural Resources and Conservation Element remains useful and relevant and has served the City over the last year. The element has not been amended since its adoption, and the goals, policies, and programs of the element remain valid as the City undertook the measures and projects listed in Section 4: General Plan Action to advance the Natural Resources and Conservation Element.

3.7 Health and Safety Element

The following goals are from the General Plan’s Health and Safety Element:

Goal 7.A. – *“To protect the public health, safety, and welfare and minimize the damage to structures, property, and infrastructure as a result of seismic, geologic, fire, and flood hazards.”*

Goal 7.B. – *“To minimize the loss of life, injury, and property damage due to seismic hazards.”*

Goal 7.C. – *“To minimize the loss of life, injury, and property damage due to geological hazards.”*

Goal 7.D. – *“To protect the lives and property of the citizens of Crescent City from hazards associated with development in floodplains.”*

Goal 7.E. – *“To prevent and minimize the risk of loss of life, injury, and property damage resulting from unwanted fires.”*

Goal 7.F. – *“To minimize the risk of loss of life, injury, serious illness, damage to property, and economic and social dislocations resulting from the use, transport, treatment, and disposal of hazardous materials and hazardous materials waste.”*

Goal 7.G. – *“To provide planning, response, and recovery capabilities to deal with the range of natural and manmade hazards that could impact the Crescent City Planning Area.”*

Goal 7.H. – *“To prevent incompatible land uses, by reason of excessive noise levels, from occurring in the future. This includes protecting sensitive land uses from exposure to excessive*

noise and to protect the economic base of the city by preventing the encroachment of incompatible land uses within area affected by existing or planned noise-producing uses.”

These goals contain policies and programs that aim to protect Crescent City’s existing and projected populations from natural and manmade hazards. The Health and Safety Element Goals are implemented in planning operations on a day-to-day basis guiding all projects in the City. The Health and Safety Element contains information and goals, policies, and programs regarding general, seismic, geologic, flood, and fire hazards, as well as hazardous materials, disaster planning, and noise. This element has not been amended since its adoption and remains valid as the City undertook the measures and projects listed in Section 4: General Plan Action to advance the Health and Safety Element. Amendments to this section are scheduled to take place in 2025.

SECTION 4: GENERAL PLAN ACTION

4.1 Action Items

The goals within each Element contain policies and programs that seek to ensure a high quality of life, efficient development, and economic growth. Within that framework, City staff worked on the following items throughout the 2023 calendar year to ensure that the goals set forth in the General Plan have been addressed:

4.1.1 Beach Front Park Improvement Project:

The project proposes improvements to Beachfront Park including, but not limited to, an expansion of Kid Town playground, a bike park with pump tracks, and an amphitheater. Project includes a one-mile and ½ mile walking loops with exercise stations. There will be walking trails with cultural inclusion for our local Tolowa Tribes. General accessibility is included compliant with ADA requirements for park and/or family events.

4.1.2 Crescent City Cultural Gateway and Beautification Project:

The project proposes to clean-up and beautify a portion of Front Street by establishing a gateway, expanding the Beachfront Park beyond US Highway 101 to Front and N Street, restoring Elk Creek, improving public access at the Cultural Center/Visitor's Center and Veteran's Monument, establishing a designated starting point for the Tolowa Interpretive Walk, and moving the Transit Hub to a safer and more convenient location. The project includes a gateway monument, landscaping on U.S. 101 to mimic coastal dunes and other environmental features, improved public access to the Crescent City Cultural Center and the Point of Honor veteran's monument.

4.1.3 Front Street Storm Drain Project:

The project is installing a redundant storm drain piping system within the C Street drainage basin between 5th Street and Front Street, and F Street drainage basin between Front Street and 5th Street, and Front Street from B Street to L Street. The project also includes street improvements, ADA compliant curb ramps, sidewalks and curb and gutter on the affected streets. Along Front Street, a new 8-inch water main has been installed. Additional street lighting has/will be installed to increase public safety. The City secured a Community Development Block Grant for the project, which will reduce flooding of residential properties in Census Tract 1.01.

4.1.4 Sunset Circle Multi-Use Trail Project:

The project will provide the final segment of the California Coastal Trail through Crescent City, connecting pedestrian and bicycle traffic from Pebble Beach to South Beach. The project is funded by the Active Transportation Program, Del Norte Transportation Commission and the Coastal Conservancy.

4.1.5 Fred Endert Pool Rehabilitation Project:

The project will replace the failing infrastructure of the boilers, domestic hot water, and building envelope improvements. The project will additionally upgrade the HVAC system to include dehumidification for comfort and energy savings. The project will replace the aging and failing pool deck and locker rooms with a non-slip flooring.

4.1.6 Amador Tank Rehabilitation Project:

The project will replace in part or in full the failing rafters, OSHA improvements for manways ladders and platforms, interior coating, exterior painting, and seismic improvements to the fill and supply piping, and providing seismic designed foundation and anchor bolts.

4.1.7 Water Meter Replacement Project:

The City has begun a five-year project for the replacement of the existing water meters with a new electronic Automatic Meter Reading (AMR) system. This project will replace approximately 3,800 mechanical meters.

4.1.8 Redundant Well Installation Project:

The project funded through the North Coast Resource Partnership (NCRP) Integrated Regional Water Management (IRWM) grant will drill a test well and a new water supply well on a city owned parcel north of the chlorination building. The proposed well will be of sufficient size to provide 10% of the city's daily water demand to offset risk of loss of the primary Ranney well or distribution network north of the chlorination building. The location of the new well (upstream of chlorination) will eliminate the necessity of building a secondary chlorination site.

4.1.9 City Hall Renovation Project:

This project will renovate the city purchased building at 240 H Street for the purpose of relocating City Hall – located within Census Tract 1.01. The project will include general contracting for the replacement of the HVAC system, conversion of the 'great room' into office spaces necessary for future headcount expansion, increased security for public access, weather-controlled document storage, and creation of a council chambers for public/private meetings. Police Department Renovation Project: The project will build an addition to the existing building to provide on-site locker rooms, a briefing room, interview room, armory, secure evidence lockup, and ADA compliant bathrooms for police and public use. This project is also within Census Tract 1.01.

4.1.10 Corporation Yard Renovation Project:

The project will repair the equipment storage building which has degraded due to age and minor collisions with the support columns. The equipment storage building will also be repaired for roof and siding as required. The project will also include stormwater management upgrades due to vehicle washout and fueling stations. The office space will be renovated to provide a briefing room, kitchen/break room, bathroom, 3 offices and weather-controlled storage. The public works crew locker room will be renovated to provide lockers, roof replacement, wall/ceiling insulation and wallboards, kitchen/break room, and a bathroom.

4.1.11 Sanitary Sewer Repair Project:

As a result of the River Watch Settlement, the project will firstly document the Pipeline Assessment Certification Program (PACP) condition of all the sewer lines within the city limits. The repair of any sewer line with a structural grade of 4-5 within 200 feet of surface water is required within 6 months of discovery. The city has completed the inspection and identified sewer lines which meet these requirements. The project will prioritize the sewer line repairs per the agreement but has additionally identified projects which will repair the entire sewer systems to minimum PACP level 3 or better. The project will require replacement of the failed pipes and

street repair as necessary.

4.1.12 Wastewater Treatment Plant (WWTP) Rehabilitation:

This project will update and replace the aging Rotating Biological Collector (RBC) for secondary fluid processing, rehabilitate or replace the digesters for solids processing, replace valves and flow meters at the secondary clarifiers, install HVAC improvements to the belt filter press building, replace the primary clarifier building, install security cameras, and maintain the chopper pump and motor at the influent well.

4.1.13 Measure S Funded Infrastructure Projects:

Measure S, a sales tax passed by the citizens of Crescent City was voted in and has since been upheld in a subsequent election. A portion of this tax revenue has been pledged to be solely spent on the annual repair of the City's roads, sidewalks, and pavement markings. This has enabled the City to make progress on the existing road conditions above and beyond routine maintenance. Through Measure S funding the City has revitalized 33 blocks of roads in the past 4 years. Through grant funding the City has completed and is currently working on the completion of 17 blocks of new or rehabbed roads, including infrastructure improvements to storm drain and water distribution, in the downtown areas of Tract 1.01. The City also continues to pursue and receive grant funding for road and infrastructure projects to continue and improve future development accessibility. This road infrastructure commitment will continue into the coming years.

4.2 General Plan Compliance

At the time the 2001 General Plan was written, the state required seven elements be included which are described in this report. Recent state legislation requires that an environmental justice element also be included in a General Plan. According to Government Code Section 65302(h)(2) this element must be included in the General Plan upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018. As stated in the General Plan Updates section, the Environmental Justice Element is set to be developed and adopted in 2024 after the anticipated Transportation and Circulation, and Health and Safety Elements are updated. The Land Use and Community Development Element will be updated in 2025.

Government Code requires that the Housing Element be updated and adopted every 8 years, while the other elements of the General Plan should be revised "as needed" to keep information current. As previously stated, the 6th Cycle Housing Element was adopted and certified on September 5, 2023. The City of Crescent City General Plan contains all seven of the required elements.

With the adoption of the 6th cycle Housing Element and the subsequent, Transportation and Circulation Element, and Health and Safety Element update. The State will require that the City develop and adopt an Environmental Justice Element. It is anticipated this will occur in 2026.

Land Use and Community Development Element. The City is currently preparing a General Plan amendment to the Land Use and Community Development Element to address inconsistencies between allowable General Plan land use designation densities and zoning district densities. Additionally, the Land Use and Community Development Element update will further the City's

goal to prioritize infill development and other land use priorities. This update is set to be complete by September 2025.

4.3 Tribal Consultation

The City of Crescent City has seven contacts for tribal outreach according to the Native American Heritage Commission including: Cher-Ae Heights Indian Community of the Trinidad Rancheria, Elk Valley Rancheria, Karuk Tribe, Melochundum Band of Tolowa Indians, Resighini Rancheria/ Coast Indian Community, Tolowa Dee-ni' Nation and Yurok Tribe. The City initiates tribal consultation with all the above tribes when required by AB 52 or SB 18. The City frequently informally requests input on City projects from tribes adjacent to the City and will continue to do so. Maintaining a healthy relationship with the surrounding Tribes is beneficial to the City.

SECTION 5: HOUSING ELEMENT APR

The City of Crescent City 2022-2030 Housing Element update (Housing Element or HE) was adopted by the City Council on September 5, 2023. The HE was certified by the California Department of Housing and Community Development (HCD) for compliance with state housing element law.

California state law (Government Code Section 65584) recognizes that local governments play a vital role in developing affordable housing. In 1969, the state mandated that all California cities, towns and counties must plan for the housing needs of our residents—regardless of income. This state mandate is called the Regional Housing Needs Allocation, or RHNA. As part of RHNA, the California Department of Housing and Community Development, or HCD, determines the total number of new homes the County of Del Norte and the City of Crescent City need to build—and how affordable those homes need to be—in order to meet the housing needs of people at all income levels.

The City’s 6th cycle RHNA has a total allocation of 189 dwelling units. The projection period begins in September of 2018 and ends in September of 2030. The planning period begins in 2022 and ends in 2030. The RHNA allocation of 189 units is broken down into income categories and is expressed in Table 5.1: Projected Needs (Regional Housing Need Allocation).

TABLE 5-1: PROJECTED NEEDS (REGIONAL HOUSING NEED ALLOCATION)					
Jurisdiction	Very-Low	Low	Moderate	Above Moderate	Total
Crescent City	39	22	27	101	189
Percentage of Total	20.6%	11.6%	14.3%	53.4%	100%

Source: Crescent City (2022-2030) 6th Cycle Housing Element

The City approved 24 above moderate units between January 1, 2023 and December 31, 2023. In the Annual Progress Reporting calendar year in 2023, the City, completed 12 percent of the allocated RHNA.

SECTION 6: PLANNING SERVICES

The City’s day-to-day planning services are one of the ways the General Plan (GP) is implemented. Day-to-day services include planning inquiries, business license issuance, sign permit issuance, building permit approvals, site plan and architectural review permit approvals, and other various permits and projects. Table 6-1: 2023 Planning Services Statistics show the day-to-day services provided to City residents through 2023:

TABLE 6-1: 2023 PLANNING SERVICES STATISTICS	
2023	Planning Services
149	General Planning Inquiries (INQ)
2	Zoning Ordinance Updates/Creation (ORD)
50	Business License Applications (BLA)
9	Sign Permit Applications (SPA)
49	Building Permit Applications (BPA)
16	Site Plan & Architectural Design Review (ADR)
8	Conditional Use Permits (CUP)
0	Cannabis Conditional Use Permit (CAN)
3	Variance Permit (VAR)
3	Parking Waiver Request (PWR)
0	Burn Down Letter (BDL)
0	Coastal Development Permit (CDP)
1	CDP Consolidation Requestion (CON)
1	Lot Line Adjustment (LLA)
1	Rezoning Request (RZR)
1	Zoning Ordinance Amendment (ZOA)
2	General Plan Amendment (GPA)
19	CEQA Notice of Exemption (NOE)
2	Other

The City of Crescent City GP has in the past and currently provides meaningful direction to elected officials, City staff, landowners, citizens, and parties interested in the future of Crescent City. Through the end of calendar year 2023, the GP remained essentially in the City’s direction and policy foundations. The 6th cycle Housing Element was adopted (September 5, 2023) and changed goals, policies, and programs during 2023 to meet current conditions and needs.

As described throughout this document, the City’s GP does not need a comprehensive update. The current GP and its planned Element updates do and will provide accurate and useful policy guidance for the City. The GP is adequate and functional, and contains goals, policies, and programs that continue to serve the needs of the City of Crescent City.



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ETHAN LAWTON, CONTRACT PLANNER
MARTHA D. RICE, CITY ATTORNEY

DATE: MAY 6, 2024

SUBJECT: MUNICIPAL CODE UPDATE: SIGN REGULATIONS (CH. 17.39)

RECOMMENDATION

- Hear staff report
- Technical questions from Council
- Further Council discussion
- Receive public comments
- Waive full reading, read by title only, and introduce Ordinance No. 839, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 17.39, SIGNS, OF TITLE 17, ZONING, OF THE CRESCENT CITY MUNICIPAL CODE

BACKGROUND

At the February 21, 2023 City Council Meeting, the Council directed staff to review the current sign ordinance (CCMC Ch. 17.39) and have the Planning Commission consider making a recommendation to the Council to amend the Muni Code for a more relaxed banner / flag-type sign ordinance for businesses. At the time, Council expressed concern that several businesses throughout town were utilizing this type of sign, which is not permitted under the current sign ordinance. The message was that the City should either enforce the ordinance or amend it.

The Planning Commission considered updates to the sign ordinance over the course of several meetings held in 2023. At its January meeting, the Planning Commission made an official recommendation to the City Council by way of Resolution No. PC2024-03. The City Council discussed the revisions during the February 20, 2024 and March 18, 2024 meetings. The City Council directed staff to add an administrative conditional use permit for the wind-blown signs and add sandwich-boards as an allowable type with additional requirements. The final revisions are as follows:

Note: underlined text is added text while ~~strikethrough text is deleted text~~.

Revision #1: Add Not Otherwise Specified sign type for the Community Development Director to determine the applicable criteria based on similarity to other defined signage:

§ 17.39.040 Types—Generally.

The types of signs set forth in this section will be permitted for the various uses allowed in Sections 17.39.110 through 17.39.140 and must be limited to the restrictions set forth in Section 17.39.020, in addition to those required in Sections 17.39.050 through 17.39.080. Additional special use signs are also listed in this section.

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“J. Not Otherwise Specified. Any sign that is not otherwise defined above, may be reviewed by the Community Development Director for a determination as to which approval criteria shall apply based upon the similarity of characteristics of the undefined sign as compared to those sign types that are defined.”

Revision #2: Remove the cap on temporary sign permits allowed by any one commercial establishment in a calendar year:

§ 17.39.070 Temporary permit required when.

The following types of signs and advertising devices are permitted with the issuance of a temporary permit from the community development department. The permit may impose conditions on the size, placement, structure, color, copy, conditions of removal or any other aspect of the display at the discretion of the community development director. Balloons may also be subject to approval by the building inspector, at his or her recommendation. A fee may be charged by the building department if an inspection of the balloon attachment is required. ~~Any one commercial establishment may obtain a temporary sign permit under these regulations no more than three times in one calendar year.~~

--

Revision #3: Increase the timeframe for grand opening signs from 30 days to 90 days:

§ 17.39.070 Temporary permit required when.

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A. Grand Opening Signs, Banners or Balloons. Pennants, signs, banners and/or balloons for the promotion of the grand opening of a new business for a period of not more than the first ~~thirty~~ ninety business days of a new business. A use permit must be granted by the planning commission in order to display such devices for any longer than ~~thirty~~ ninety days;

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Revision #4: Increase the timeframe for promotional signs from 5 days to 30 days:

§ 17.39.070 Temporary permit required when.

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B. Promotional Signs, Banners or Balloons. Signs, banners, balloons, pennants or other advertising devices for the promotion of special sales or other business events lasting for a period of up to ~~five~~ thirty days ~~not more than three times in one calendar year.~~

Revision #5: Broaden temporary or seasonal sales booth types to include more uses:

§ 17.39.170 Exempt signs.

Except for the regulation relating to construction, maintenance, public nuisance and safety the following types of nonilluminated signs shall be allowed without a sign permit and shall not be included in the determination of the type, number or area of signs allowed per business or parcel, or by zoning district:

--

Q. Temporary or Seasonal Sales Booths. Signs including, but not limited to fireworks stands, pumpkin sales, Christmas tree lots, community crafts fairs, ~~and~~ temporary certified farmer's markets, and similar signs;

--

Revision #6: Allow wind-blown signs with a use permit:

§ 17.39.080 Prohibited signs.

In addition to any sign or advertising display device not specifically allowed by these provisions, the following signs are prohibited.

--

B. Moving signs having one or a combination of the following characteristics:

--

2. Wind-blown devices such as streamers, balloons, flares, pennants, propellers and similar attention-getting displays or devices with the exception of the following:

--

e. Wind-blown signs obtained through an administrative conditional use permit.

--

Revision #7: Expand permitted portable or temporary sign use beyond grand openings or special promotions:

§ 17.39.080 Prohibited signs.

In addition to any sign or advertising display device not specifically allowed by these provisions, the following signs are prohibited.

--

C. Portable or temporary signs, including sandwich boards, except as permitted ~~only for grand openings or special promotions~~;

--

Revision #8: Revising the use permit required section of allowable sign types within the C-2, CZ-C2, H-S, CZ-HS, CZ-HR, and C-M Zones

§ 17.39.140 General commercial (C2), coastal zone general commercial (CZ-C2), highway services (HS), coastal zone highway services (CZ-HS), coastal zone harbor-related (CZ-HR) and commercial-manufacturing (CM) zones.

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B. Use Permit Required. Twirlers or spinners are prohibited in these zones unless an administrative conditional use permit has first been approved by ~~the planning commission~~ City staff.

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Revision #9: Adding sandwich board signs as an allowable sign type:

§ 17.39.040 Types—Generally.

The types of signs set forth in this section will be permitted for the various uses allowed in Sections 17.39.110 through 17.39.140 and must be limited to the restrictions set forth in Section 17.39.020, in addition to those required in Sections 17.39.050 through 17.39.080. Additional special use signs are also listed in this section.

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"I. Sandwich Board or A-Frame Signs.

1. Subject to an encroachment permit through Public Works if within City Right-of-Way.
2. Signs must be constructed of durable materials and in such a manner as not to present a hazard to pedestrian movement.

Revision #10: Adding sandwich board signs as an allowable sign type within the C-1 and C-W Zones:

§ 17.39.130 Limited commercial (C1) and commercial-waterfront (CW) zones.

A. Sign Types Permitted. The following signs are permitted for licensed businesses in the city's limited commercial and commercial-waterfront zoning districts (C1 and CW):

--

9. ~~Exempt Signs. No permit required.~~ Sandwich board signs or A-frame signs.
10. Exempt Signs. No permit required.

Revision #11: Adding sandwich board signs as an allowable sign type within the C-2, CZ-C2, H-S, CZ-HS, CZ-HR, and C-M Zones:

§ 17.39.140 General commercial (C2), coastal zone general commercial (CZ-C2), highway services (HS), coastal zone highway services (CZ-HS), coastal zone harbor-related (CZ-HR) and commercial-manufacturing (CM) zones.

A. Sign Types Permitted. The following signs are permitted for licensed businesses in the city's general commercial (C2), coastal zone general commercial (CZ-C2), highway services (HS), coastal zone highway services (CZ-HS), coastal zone harbor-related (CZ-HR) and commercial-manufacturing (CM) zoning districts:

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12. ~~Exempt Signs. No permit required.~~ Sandwich board signs or A-frame signs.
13. ~~Exempt Signs. No permit required.~~

Revision #12: Adding sandwich board signs as an allowable sign type within the C-1, C-W, C-2, CZ-C2, H-S, CZ-HS, CZ-HR, and C-M Zones within the Matrix of Regulations table:

§ 17.39.200 Matrix of Regulations.

SIZE REGULATIONS	Single-Family Res. Zones (R1, R1B, CZ-R1, CZ-R1B)	Multiple-Family Res. Zones (R2, CZ-R2, R3)	Apts. of 4 or more units (R3)	Residential- Professional Zones (RP and CZ-RP)	Limited Com. and Com. Wat. (C1, CZ-C1, CW, CZ-CW)	General Com. and Hwy. Services (C2, CZ-C2, HS, CZ-HS)	Commercial Manufacturing (CM)	Coastal Zone- Harbor- Related (CZ-HR)	Bed and Breakfast Establishments
Sandwich Board or A-Frame Signs					X	X	X	X	

ITEM ANALYSIS

Draft Ordinance No. 839 is presented to the City Council for introduction. The ordinance makes the changes to municipal code as recommend by the City Council. Alternatively, the City Council may direct staff to make additional or different revisions to Chapter 17.39 for Council consideration at a future meeting.

If the ordinance is introduced this evening, then it will be brought back for formal adoption at the June 3 regular meeting for adoption. The ordinance will take effect 30 days after the final adoption.

FISCAL ANALYSIS

The only costs directly associated with introducing this ordinance is the publication of the notice of public hearing in the newspaper prior to adoption.

STRATEGIC PLAN ASSESSMENT

The revisions to the sign ordinance are consistent with the following strategic plan goals:

- Goal 2: Promote a Thriving Local Economy - Evaluating and updating the City's Municipal Code to assure maximized efficiencies, clarity, and effectiveness.

ATTACHMENTS

- Draft Ordinance No. 839

ORDINANCE NO. 839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 17.39, SIGNS, OF TITLE 17, ZONING, OF THE CRESCENT CITY MUNICIPAL CODE

WHEREAS, the City of Crescent City is a general law city with the constitutional authority (“police power”) to make laws and regulations to protect the public health, safety and welfare; and

WHEREAS, Title 17 of the Crescent City Municipal Code sets for the zoning regulations of the City; and

WHEREAS, Chapter 17.39 pertains to the regulation of signs; and

WHEREAS, the Planning Commission has reviewed Chapter 17.39 and formally made recommendations for revisions to the City Council; and

WHEREAS, the City Council has considered those recommendations and held a public hearing thereon.

NOW, THEREFORE, the City Council of the City of Crescent City ordains as follows:

SECTION 1. RECITALS. The City Council finds the above recitals to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. CODE AMENDMENT.

2.01 Section 17.39.040 Amendment. Section 17.39.040, Types-Generally, of Chapter 17.39, Signs, of Title 17, Zoning, of the Crescent City Municipal Code is hereby amended by adding subsections “I” and “J” to read as follows:

“I. Sandwich Board or A-Frame Signs.

- 1. Subject to an encroachment permit through Public Works if within City Right-of-Way.*
- 2. Signs must be constructed of durable materials and in such a manner as not to present a hazard to pedestrian movement.*

J. Not Otherwise Specified. Any sign that is not otherwise defined above, may be reviewed by the Community Development Director for a determination as to which approval criteria shall apply based upon the similarity of characteristics of the undefined sign as compared to those sign types that are defined.

2.02 Section 17.39.070 Amendment. Section 17.39.070, Temporary Permit Required When, of Chapter 17.39, Signs, of Title 17 Zoning, Crescent City Municipal Code, is hereby amended to read as follows:

§ 17.39.070 Temporary permit required when.

The following types of signs and advertising devices are permitted with the issuance of a temporary permit from the community development department. The permit may impose conditions on the size, placement, structure, color, copy, conditions of removal or any other aspect of the display at the discretion of the community development director. Balloons may also be subject to approval by the building inspector, at his or her recommendation. A fee may be charged by the building department if an inspection of the balloon attachment is required.

- A. Grand Opening Signs, Banners or Balloons. Pennants, signs, banners and/or balloons for the promotion of the grand opening of a new business for a period of not more than the first ninety business days of a new business. A use permit must be granted by the planning commission in order to display such devices for any longer than ninety days;*
- B. Promotional Signs, Banners or Balloons. Signs, banners, balloons, pennants or other advertising devices for the promotion of special sales or other business events lasting for a period of up to thirty days.*

2.03 Section 17.39.080 Amendments. Section 17.39.080, Prohibited Signs, of Chapter 17.39, Signs, of Title 17 Zoning, of the Crescent City Municipal Code is hereby amended to read as follows:

2.03.1 Subsection C is amended to read as follows:

C. Portable or temporary signs, including sandwich boards, except as permitted;

2.03.2 Subparagraph “e” is added to paragraph 2 of subsection B to read as follows:

e. Wind-blown signs obtained through an administrative conditional use permit.

2.04 Section 17.39.130 Amendments. Section 17.39.130, Limited commercial (C1) and commercial-waterfront (CW) zones, of Chapter 17.39, Signs, of Title 17 Zoning, of the Crescent City Municipal Code is hereby amended by modifying paragraph 9 of subsection A and adding paragraph 10 to subsection A to read as follows:

9. Sandwich board signs or A-frame signs.

10. Exempt Signs. No permit required.

2.05 Section 17.39.140 Amendment. Section 17.39.140, General commercial (C2), coastal zone general commercial (CZ-C2), highway services (HS), coastal zone highway services (CZ-HS), coastal zone harbor-related (CZ-HR) and commercial-manufacturing (CM) zones, of the Crescent City Municipal Code is

hereby amended by modifying paragraph 12 and adding paragraph 13 of subsection A and modifying subsection B to read as follows:

12. Sandwich board signs or A-frame signs.

13. Exempt Signs. No permit required.

B. Use Permit Required. Twirlers or spinners are prohibited in these zones unless an administrative conditional use permit has first been approved by City staff.

2.06 Section 17.39.170 Amendment. Section 17.39.170, Exempt Signs, of the Crescent City Municipal Code is hereby amended by revising subsection Q to read as follows:

Q. Temporary or Seasonal Sales Booths. Signs including, but not limited to fireworks stands, pumpkin sales, Christmas tree lots, community crafts fairs, temporary certified farmer's markets, and similar signs;

2.07 Section 17.39.200 Amendment. Section 17.39.200, Matrix of Regulations, of the Crescent City Municipal Code is hereby amended to read as follows:

SIZE REGULATIONS	Single-Family Res. Zones (R1, R1B, CZ-R1, CZ-R1B)	Multiple-Family Res. Zones (R2, CZ-R2, R3)	Apts. of 4 or more units (R3)	Residential-Professional Zones (RP and CZ-RP)	Limited Com. and Com. Wat. (C1, CZ-C1, CW, CZ-CW)	General Com. and Hwy. Services (C2, CZ-C2, HS, CZ-HS)	Commercial Manufacturing (CM)	Coastal Zone-Harbor-Related (CZ-HR)	Bed and Breakfast Establishments
Nameplates, 2 sq. ft. of sign area, nonilluminated	X	X	X	X					X
½ sq. ft. of sign area for each linear ft. of frontage				X					
½ sq. ft. of sign area for each linear ft. of frontage plus ¼ sq. ft. of sign area for each ft. of frontage for multiple frontages	X	X	X	X					
1 sq. ft. of sign area for each linear ft. of frontage					X				
1 sq. ft. of sign are for each linear ft. of frontage plus ½ sq. ft. of sign area for					X				

SIZE REGULATIONS	Single-Family Res. Zones (R1, R1B, CZ-R1, CZ-R1B)	Multiple-Family Res. Zones (R2, CZ-R2, R3)	Apts. of 4 or more units (R3)	Residential-Professional Zones (RP and CZ-RP)	Limited Com. and Com. Wat. (C1, CZ-C1, CW,CZ-CW)	General Com. and Hwy. Services (C2, CZ-C2, HS,CZ-HS)	Commercial Manufacturing (CM)	Coastal Zone-Harbor-Related (CZ-HR)	Bed and Breakfast Establishments
each ft. of frontage for multiple frontages									
1 and ½ sq. ft. of sign area for each linear ft. of frontage						X	X	X	
Projecting sign extending not more than 36 inches from building					X	X	X	X	
One sign not to exceed 20 sq. ft. in area									X
Maximum sign area 100 sq. ft. per face					X				
Maximum sign area 150 sq. ft. per face						X			
Construction signs not to exceed 32 sq. ft. in area					X	X	X	X	
Construction signs not to exceed 9 sq. ft. in area	X	X	X	X					X
Real estate signs not to exceed 9 sq. ft. in area and 3 ½ ft. in height	X	X	X	X	X	X	X	X	X
HEIGHT REGULATIONS:									
30 foot maximum to top of pole sign						X	X	X	
14 ft. minimum to bottom of pole sign in a vehicular area						X	X	X	
10 ft. minimum to bottom of pole sign in a pedestrian area						X	X	X	
Ground or monument sign not									X

SIZE REGULATIONS	Single-Family Res. Zones (R1, R1B, CZ-R1, CZ-R1B)	Multiple-Family Res. Zones (R2, CZ-R2, R3)	Apts. of 4 or more units (R3)	Residential-Professional Zones (RP and CZ-RP)	Limited Com. and Com. Wat. (C1, CZ-C1, CW, CZ-CW)	General Com. and Hwy. Services (C2, CZ-C2, HS, CZ-HS)	Commercial Manufacturing (CM)	Coastal Zone-Harbor-Related (CZ-HR)	Bed and Breakfast Establishments
to exceed 5 ft. in height and 20 sq. ft. in area									
Ground or monument sign not to exceed 5 ft. in height and 24 sq. ft. in area			X						
Ground or monument sign not to exceed 5 ft. in height				X	X				
Ground or monument sign not to exceed 10 ft. in height						X	X	X	
One pole sign per parcel						X	X	X	
SIGN TYPE REGULATIONS:									
Wall signs				X	X	X	X	X	
Awning or canopy signs				X	X	X	X	X	
Marquee signs					X	X	X	X	
Monument or ground signs			X	X	X	X	X	X	
Hanging signs					X	X	X	X	
Projecting signs					X	X	X	X	
Sandwich Boards or A-frame signs					X	X	X	X	
Window signs				X	X	X	X	X	
Changeable copy signs						X	X	X	
Pole signs						X	X	X	
Banners						X	X	X	
Nameplate signs	X	X		X	X	X	X	X	X
Illuminated signs					X	X	X	X	

END TEXT AMENDMENT

SECTION 3. SEVERABILITY. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 4. CEQA FINDINGS. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA Guidelines, and has been found to be exempt from CEQA under Section 15061(b)(3) as this ordinance does not have the potential for causing a significant effect on the environment.

SECTION 5. EFFECTIVE DATE & PUBLICATION. This Ordinance will become effective 30 days after the date of its adoption. The City Clerk shall cause this ordinance to be published in a newspaper of general circulation in Del Norte County once within 15 days of its adoption in accordance with the requirements of Government Code Section 36933.

INTRODUCED at a meeting of the City Council of the City of Crescent City held on _____, 2024.

PASSED AND ADOPTED by the City Council of the City of Crescent City at a regular meeting of the City Council held this ____ day of _____ 2024 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

APPROVED AS TO FORM:

Martha D. Rice, City Attorney



CITY COUNCIL AGENDA REPORT

TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

BY: ETHAN LAWTON, CONTRACT CITY PLANNER

DATE: MAY 6, 2024

SUBJECT: INCENTIVES FOR AFFORDABLE HOUSING ORDINANCE (CHAPTER 17.48.030)

RECOMMENDATION

- Hear staff report
- Technical questions from Council
- Receive public comment
- Further Council discussion
- Waive full reading, read by title only, and introduce Ordinance No. 841 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 17.48.030, INCENTIVES FOR AFFORDABLE HOUSING, OF TITLE 17, ZONING, OF THE CRESCENT CITY MUNICIPAL CODE

BACKGROUND

The Incentives for Affordable Housing Ordinance (Chapter 17.48.030) is an existing ordinance that guides developers, City staff, and the Planning Commission in the development of affordable housing projects. The City Council (on September 5, 2023) adopted the 6th Cycle Housing Element (by Resolution No. 2023-64), and the California Department of Housing and Community Development (on November 17, 2023) found the Housing Element to be in substantial compliance with State Housing Element Law (Gov. Code § 65580 et seq).

The 6th Cycle Housing Element contains programs which include: (Program P-3.1 Density Bonus) revising *“the City’s Zoning Ordinance to be consistent with State law”* (Government Code Section 65915, as revised) and (Program P-22.3 Lower Income and Supportive Housing) promote *“development of low and extremely low-income housing and housing for targeted special needs groups with an applicant proposing multi-family developments. Ensure that development for or including low- and extremely low-income or special needs receive priority processing.”* These two programs require the revision

of the City's Municipal Code regarding Incentives for Affordable Housing Ordinance (Chapter 17.48.030).

The Planning Commission considered updates to the Incentives for Affordable Housing Ordinance during the February 8, 2024, March 14, 2024, and the April 11, 2024 meetings. During the April meeting, the Planning Commission made an official recommendation to the City Council by way of Resolution No. PC2024-12. The Planning Commission recommends nine revisions as follows:

Note: underlined text is added text while ~~strikethrough text is deleted text~~.

Revision #1: Additional categories were added per Gov. Code §§ 65915(b)(1)(A-G) and 65915(c)(3)(a).

The ~~e~~City wishes to provide a balance in housing types for all households in the community. Pursuant to Section 65915 et seq. of the California Government Code the City will consider developers proposals to provide housing for very low- and low-income households by the provision of a density bonus for housing developments when issues of providing such housing in an affordable manner arise. Such bonus shall be made subject to the following provisions:

A. Qualification.

In order to qualify for a density bonus, a project, unless otherwise ineligible, must be ~~a low or very low income or senior citizen housing project developed in compliance with the Government Code Section 65915 et seq., as amended, For a low-income project, at least twenty percent of the units shall be low income affordable, for very low-income projects not less than ten percent shall be very low income affordable, and for senior citizen projects not less than fifty percent of the units shall be restricted to senior citizens.~~ according to one of the following options:

1. **Low-Income Housing.** A minimum of ten percent (10%) of the total units of a housing development, including a shared housing building development, for rental or sale to lower income households, as defined in § 50079.5 of the Health and Safety Code (Gov. Code § 65915(b)(1)(A)).
2. **Very Low-Income Housing.** A minimum of five percent (5%) of the total units of a housing development, including a shared housing building development, are for rental or sale to very low-income households, as defined in § 50105 of the Health and Safety Code (Gov. Code § 65915(b)(1)(B)).
3. **Senior Citizen Housing.** A senior citizen shared-housing development, as defined in Sections 51.3 and 51.11 of the Civil Code, or a mobilehome park, that limits residency based on age requirements for housing for older persons (Gov. Code § 65915(b)(1)(C)).
4. **Moderate-Income Housing.** A minimum of ten percent (10%) of the total

dwelling units of a housing development are sold to persons and families of moderate income, as defined in § 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase (Gov. Code § 65915(b)(1)(D)).

5. **Foster Youth/Disabled Veterans/Homeless Persons Housing.** A minimum of ten percent (10%) of the total units of a housing development for transitional foster youth, as defined in § 66025.9 of the Education Code, disabled veterans, as defined in the Gov. Code. §18541, or homeless persons, as defined in the federal McKinley-Vento Homeless Assistance Act (42 U.S.C. § 11301 et seq.) (Gov. Code § 65915(b)(1)(E)).
6. **Student Housing.** A minimum of twenty percent (20%) of the total units (one rental bed and its pro rata share of associated common area facilities) for lower income students in a student shared-housing development subject to all requirements found under Gov. Code § 65915(b)(1)(F)(I)-(IV) (Gov. Code § 65915(b)(1)(F)).
7. **100% Affordable Housing.** One hundred percent (100%) of all units in the shared housing building development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined in the Gov. Code. § 50079.5 of the Health and Safety Code, except that a maximum of twenty percent (20%) of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in § 50053 of the Health and Safety Code (Gov. Code §65915(b)(1)(G)).

Revision #2: Different density limitations were added, based on percentage of income-restricted units per Gov. Code § 65915(b)(2):

B. Limitation.

~~Density bonuses shall not exceed twenty-five percent of the maximum density permitted by the applicable general plan land use designation for the subject property. For example, where the maximum allowable density based upon a land use designation is twelve units per acre, the density bonus shall not exceed three units per acre, yielding a total allowable density, with the bonus, of fifteen units per acre. The final project unit total would then be calculated based upon the project property size. the awarded calculation of the density bonus pursuant to Gov. Code § 65915(f) per the requested category and units proposed by the applicant (Gov. Code § 65915(b)(2)).~~

Revision #3: The application submittals were updated per Gov. Code § 65915(a)(3)(B):

C. Application.

An application for a density bonus shall be made in conjunction with the other required applications for the development and shall be subject to the same procedures required by those applications and shall:

1. Include a written request for a density bonus.
2. Include a project description/narrative.
3. Include type of housing.
4. Include number of units (per bedroom number).
5. Include projected sales and/or rental costs for residents.

Revision #4: The costs analysis requirements were updated and included in the application submittals per Gov. Code § 65915(a)(3)(C) and a new section D is added to include mandatory timelines:

~~D. Affordable Cost Analysis.~~

~~The developer shall include in the application for density bonus a cost analysis of the proposed project, with and without density bonus, demonstrating the cost per dwelling unit and projecting sales and/or rental costs for residents. The city shall include in its review of the application a written finding as to the need for incentive or development standards waiver for the provision of affordable housing as set forth in Section 50052.2 of the Health and Safety Code. The city may deny the request if affordable housing can be provided without the requested incentives.~~

D. Timelines. The applicant must be notified within 30 days of application submission whether the application is deemed complete. If the application is deemed incomplete, then City must provide the applicant with an exhaustive list of items on the City's checklist that were not complete. Upon re-submittal of the application, the City will have an additional 30 days to determine the application's completeness. If the written notification of the completeness determination is not made within the 30-day period on the original or any subsequent application, then the application will be deemed complete. With the notification of determination of application completeness, City must also notify the applicant of the following:

1. The amount of the density bonus for which the applicant is eligible (calculated pursuant to Gov. Code § 65915(f);
2. If the applicant requests a parking ratio pursuant to § 65915(p), the parking ratio for which the applicant is eligible.
3. If the applicant requests incentives or concessions pursuant to § 65915(d) or waivers or reductions of development standards pursuant to § 65015(e), whether the applicant has provided adequate information for the local government to make a determination as to those incentives, concessions, waivers, or reductions of development standards.

Once deemed complete, the application will be scheduled for a Planning Commission Hearing within forty-five (45) days.

Revision #5: Different requirements for allowing incentives/waivers were added per Gov. Code §§ 65915(c)(1)(A), 65915(c)(1)(B), 65915(c)(1)(B)(i), 65915(c)(1)(B)(ii)(I), and 65915(c)(1)(B)(ii)(II):

E. Maintenance of Affordable Units.

In exchange for the granted density bonus, the developer shall guarantee the continued affordability of the designated units will be maintained for very low- and low-income households for thirty fifty-five (55) years, or a longer period of time required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, or as determined by the California Tax Credit Allocation Committee.

1. Deed Restriction. The guarantee shall be in the form of a deed restriction or other legally binding and enforceable document acceptable to the city council. The document shall be recorded with the Del Norte County Recorder prior to the issuance of a building permit.
2. Maintenance. ~~The applicant shall comply with Crescent City housing authority procedures for the physical maintenance of the units. All units must be maintained to meet HUD Housing Quality Standards.~~

Revision #6: The term of maintenance years was changed per Gov. Code §§ 65915(d)(1), 65915(o)(2), and 65915(e)(1):

F. Development Standards.

All residential projects granted a density bonus shall conform to the development standards, as defined under Gov. Code § 65915(o)(2), as applicable; except these standards regulating density or as

1. Unless waived under Section 17.48.050(EH); or
2. Unless it will have the effect of physically precluding the construction of a development meeting the State Density Bonus Law, densities, and waiver (concession/incentive) (Gov. Code § 65915(e)(1)); or
3. Where a proposed project is to be phased in its construction the number bonus units shall either be proportionately allocated between the phases or provided in the last phase of construction.

Revision #7: The required off-street parking ratio changed per Gov. Code §§ 65915(p)(1)(A)-(C), 65915(p)(2), and 65915(p)(3):

G. Off-Street Parking Standards.

The off-street parking ratio, inclusive of parking for persons with a disability and guests, of an affordable housing development, unless otherwise exempt, shall be subject to the following standards:

1. Zero to one (0-1) bedroom: one (1) off-street parking space.
2. Two to three (2-3) bedrooms: one and one-half (1.5) off-street parking spaces.
3. Four and more (4+) bedrooms: two and one-half (2.5) off-street spaces.

Revision #8: The definition of development standards was changed and different criteria were added for granting or denying a waiver of development standards per Gov. Code §§ 65915(d)(1), 65915(d)(1)(A)-(C), 65915(d)(2)(A)-E), 65915(d)(3), 65915(d)(4), 65915(k), and 65915(o)(2):

GH. Waiver of Development Standards.

~~If the applicant can demonstrate that the increased density cannot physically be accommodated on the site then the following development standards shall be waived during site plan review to accommodate the increase density. The waiver in the standards shall follow the priority order hereby established and the applicant shall demonstrate that the increased density cannot be accommodated with each sequential waiver before the waiver of the next standard is allowed. Only one standard shall be waived unless it is shown that each individual standard waiver will not physically accommodate the proposed density. A complete site plan and floor plan shall be provided to demonstrate the physical noncompliance. Priority order for waiver is: 1. A higher percentage of compact parking; 2. Reduction in distance between buildings, subject to compliance with safety codes; 3. Reduction in rear yard setbacks; 4. One additional floor of building height above the zoning district standard; 5. Reduction in side yard setbacks; 6. Reduction in number of required parking spaces (but not less than one space per unit); 7. Reduction in front yard setbacks; and 8. Reduction in parking lot landscaping standards.~~ submits a proposal for a specific waiver (incentive/concession), subject to the waiver (incentive/concession), as defined under Gov. Code § 65915(k), calculation under Gov. Code § 65915(d)(2), to waive a specific development standard, as defined under Gov. Code § 65915(o)(2), the City shall grant the waiver requested by the applicant unless the City makes a written finding, based on substantial evidence and bearing the burden of proof, of any of the following:

1. Affordability Impact. The waiver does not result in identifiable and actual cost reductions, consistent with Gov. Code § 65915(k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in Gov. Code § 65915(c).
2. Adverse Impact. The waiver would have a specific, adverse impact, as defined in Gov. Code § 65589.5(d)(2), upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.
3. Illegal. The waiver would be contrary to state or federal law.

Revision #9: Different criteria were added for granting or denying a Density Bonus per Gov. Code § 65915(j)(1):

I. Compliance.

1. Local. Granting a density bonus and waiver shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal program/plan amendment, zoning change, ordinance amendment, and/or any other discretionary approval.
2. State. To the extent any provision of this chapter is inconsistent with state law governing Density Bonus, the applicable state law, as amended from time to time, shall govern.

ANALYSIS

Draft Ordinance No. 841 is presented to the City Council for introduction. The ordinance makes the changes to municipal code as recommended by the Planning Commission. Alternatively, the City Council may direct staff to make additional or different revisions to Chapter 17.48.30 for Council consideration at a future meeting.

If the ordinance is introduced this evening, then it will be brought back for formal adoption at the June 3rd regular meeting. The ordinance will take effect 30 days after the final adoption.

FISCAL ANALYSIS

The only costs directly associated with introducing this ordinance is the publication of the notice of public hearing in the newspaper prior to adoption.

STRATEGIC PLAN ANALYSIS

The revisions to the Incentives for Affordable Housing Ordinance are consistent with the following strategic plan goals:

- Goal 2: Promote a Thriving Local Economy - Evaluating and updating the City's Municipal Code to assure maximized efficiencies, clarity, and effectiveness.

ATTACHMENTS

1. State Density Bonus Law
2. Draft Ordinance No. 841

STATE DENSITY BONUS LAW

GOV. CODE §65915

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]

(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66301]

(Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 4.3. Density Bonuses and Other Incentives [65915 - 65918]

(Chapter 4.3 added by Stats. 1979, Ch. 1207.)

65915.

(a) (1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall comply with this section. A city, county, or city and county shall adopt an ordinance that specifies how compliance with this section will be implemented. Except as otherwise provided in subdivision (s), failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section.

(2) A local government shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit a local government from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, as described in subdivision (b), and parking ratios, as described in subdivision (p).

(3) In order to provide for the expeditious processing of a density bonus application, the local government shall do all of the following:

(A) Adopt procedures and timelines for processing a density bonus application.

(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.

(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with the timelines specified in Section 65943.

(D) (i) If the local government notifies the applicant that the application is deemed complete pursuant to subparagraph (C), provide the applicant with a determination as to the following matters:

(I) The amount of density bonus, calculated pursuant to subdivision (f), for which the applicant is eligible.

(II) If the applicant requests a parking ratio pursuant to subdivision (p), the parking ratio for which the applicant is eligible.

(III) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the local government to make a determination as to those

incentives, concessions, waivers, or reductions of development standards.

(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The local government shall adjust the amount of density bonus and parking ratios awarded pursuant to this section based on any changes to the project during the course of development.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), if an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(A) Ten percent of the total units of a housing development, including a shared housing building development, for rental or sale to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development, including a shared housing building development, for rental or sale to very low income households, as defined in Section 50105 of the Health and Safety Code.

(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code. For purposes of this subparagraph, “development” includes a shared housing building development.

(D) Ten percent of the total dwelling units of a housing development are sold to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph are subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

(F) (i) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:

(I) All units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or breached if, in any subsequent year, there are insufficient students enrolled in an institution of higher education to fill all units in the student housing development.

- (II) The applicable 20-percent units shall be used for lower income students.
- (III) The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.
- (IV) The development shall provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subclause.
- (ii) For purposes of calculating a density bonus granted pursuant to this subparagraph, the term "unit" as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph are subject to a recorded affordability restriction of 55 years.
- (G) One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, "development" includes a shared housing building development.
- (2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), (E), (F), or (G) of paragraph (1).
- (c) (1) (A) An applicant shall agree to, and the city, county, or city and county shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.
- (B) (i) Except as otherwise provided in clause (ii), rents for the lower income density bonus units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.
- (ii) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), rents for all units in the development, including both base density and density bonus units, shall be as follows:
- (I) The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.
- (II) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee.
- (2) (A) An applicant shall agree to ensure, and the city, county, or city and county shall ensure, that a for-sale unit that qualified the applicant for the award of the density bonus meets one of the following conditions:
- (i) The unit is initially sold to and occupied by a person or family of very low, low, or moderate income, as required, and it is offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code and is subject to an equity sharing agreement.
- (ii) If the unit is not purchased by an income-qualified person or family within 180 days after

the issuance of the certificate of occupancy, the unit is purchased by a qualified nonprofit housing corporation that meets all of the following requirements pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code:

(I) The nonprofit corporation has a determination letter from the Internal Revenue Service affirming its tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as that term is defined in Section 509 of the Internal Revenue Code.

(II) The nonprofit corporation is based in California.

(III) All of the board members of the nonprofit corporation have their primary residence in California.

(IV) The primary activity of the nonprofit corporation is the development and preservation of affordable home ownership housing in California that incorporates within their contracts for initial purchase a repurchase option that requires a subsequent purchaser of the property that desires to resell or convey the property to offer the qualified nonprofit corporation the right to repurchase the property prior to selling or conveying that property to any other purchaser pursuant to an equity sharing agreement or affordability restrictions on the sale and conveyance of the property that ensure that the property will be preserved for lower income housing for at least 45 years for owner-occupied housing units and will be sold or resold only to persons or families of very low, low, or moderate income, as defined in Section 50052.5 of the Health and Safety Code.

(B) For purposes of this paragraph, a “qualified nonprofit housing corporation” is a nonprofit housing corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

(C) The local government shall enforce an equity sharing agreement required pursuant to clause (i) or (ii) of subparagraph (A), unless it is in conflict with the requirements of another public funding source or law or may defer to the recapture provisions of the public funding source. The following apply to the equity sharing agreement:

(i) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller’s proportionate share of appreciation.

(ii) Except as provided in clause (v), the local government shall recapture any initial subsidy, as defined in clause (iii), and its proportionate share of appreciation, as defined in clause (iv), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership.

(iii) For purposes of this subdivision, the local government’s initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(iv) For purposes of this subdivision, the local government’s proportionate share of appreciation shall be equal to the ratio of the local government’s initial subsidy to the fair market value of the home at the time of initial sale.

(v) If the unit is purchased or developed by a qualified nonprofit housing corporation pursuant to clause (ii) of subparagraph (A) the local government may enter into a contract with the

qualified nonprofit housing corporation under which the qualified nonprofit housing corporation would recapture any initial subsidy and its proportionate share of appreciation if the qualified nonprofit housing corporation is required to use 100 percent of the proceeds to promote homeownership for lower income households as defined by Section 50079.5 of the Health and Safety Code within the jurisdiction of the local government.

(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are located or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).

(ii) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(B) For the purposes of this paragraph, "replace" shall mean either of the following:

(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower

income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city, county, or city and county may do either of the following:

(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) Require that the units be replaced in compliance with the jurisdiction's rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction's rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.

(D) For purposes of this paragraph, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant's application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

- (C) The concession or incentive would be contrary to state or federal law.
- (2) The applicant shall receive the following number of incentives or concessions:
- (A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a development in which the units are for sale.
- (B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a development in which the units are for sale.
- (C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a development in which the units are for sale.
- (D) Five incentives or concessions for a project meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.
- (E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development.
- (F) Four incentives or concessions for projects that include at least 16 percent of the units for very low income households or at least 45 percent for persons and families of moderate income in a development in which the units are for sale.
- (3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. This subdivision shall not be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. This subdivision shall not be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The city, county, or city and county shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.
- (4) The city, county, or city and county shall bear the burden of proof for the denial of a requested concession or incentive.
- (e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds

that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. This subdivision shall not be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. This subdivision shall not be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(3) A housing development that receives a waiver from any maximum controls on density pursuant to clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f) shall only be eligible for a waiver or reduction of development standards as provided in subparagraph (D) of paragraph (2) of subdivision (d) and clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f), unless the city, county, or city and county agrees to additional waivers or reductions of development standards.

(f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5

18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.
 (B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

(C) For housing developments meeting the criteria of subparagraph (F) of paragraph (1) of subdivision (b), the density bonus shall be 35 percent of the student housing units.

(D) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of

subdivision (b), the following shall apply:

(i) Except as otherwise provided in clauses (ii) and (iii), the density bonus shall be 80 percent of the number of units for lower income households.

(ii) If the housing development is located within one-half mile of a major transit stop, the city, county, or city and county shall not impose any maximum controls on density.

(iii) If the housing development is located in a very low vehicle travel area within a designated county, the city, county, or city and county shall not impose any maximum controls on density.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22

28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35
41	38.75
42	42.5
43	46.25
44	50

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16

12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of a city, county, or city and county to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government before the time of transfer.

(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.

(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.

(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county

shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.

(4) “Childcare facility,” as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and school age childcare centers.

(i) “Housing development,” as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, “housing development” also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, “study” does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the

housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) “Designated county” includes the Counties of Alameda, Contra Costa, Los Angeles, Marin, Napa, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Mateo, Santa Barbara, Santa Clara, Solano, Sonoma, and Ventura, and the City and County of San Francisco.

(2) “Development standard” includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, a minimum lot area per unit requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation that is adopted by the local government or that is enacted by the local government’s electorate exercising its local initiative or referendum power, whether that power is derived from the California Constitution, statute, or the charter or ordinances of the local government.

(3) “Located within one-half mile of a major transit stop” means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

(4) “Lower income student” means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.

(5) “Major transit stop” has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(6) “Maximum allowable residential density” or “base density” means the greatest number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, means the greatest number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the

project. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the local agency shall calculate the number of units by:

(A) Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and step backs, public and private open-space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements, unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the local agency shall accept it, provided that it includes all applicable objective development standards.

(B) Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.

(7) (A) (i) “Shared housing building” means a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.

(ii) A “shared housing building” may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.

(B) “Shared housing unit” means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the “minimum room area” specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of “guestroom” in Section R202 of the California Residential Code. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.

(8) (A) “Total units” or “total dwelling units” means a calculation of the number of units that:

(i) Excludes a unit added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

(ii) Includes a unit designated to satisfy an inclusionary zoning requirement of a city, county, or city and county.

(B) For purposes of calculating a density bonus granted pursuant to this section for a shared housing building, “unit” means one shared housing unit and its pro rata share of associated common area facilities.

(9) “Very low vehicle travel area” means an urbanized area, as designated by the United States Census Bureau, where the existing residential development generates vehicle miles traveled per capita that is below 85 percent of either regional vehicle miles traveled per capita or city

vehicle miles traveled per capita. For purposes of this paragraph, “area” may include a travel analysis zone, hexagon, or grid. For the purposes of determining “regional vehicle miles traveled per capita” pursuant to this paragraph, a “region” is the entirety of incorporated and unincorporated areas governed by a multicounty or single-county metropolitan planning organization, or the entirety of the incorporated and unincorporated areas of an individual county that is not part of a metropolitan planning organization.

(p) (1) Except as provided in paragraphs (2), (3), and (4), upon the request of the developer, a city, county, or city and county shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space.

(B) Two to three bedrooms: one and one-half onsite parking spaces.

(C) Four and more bedrooms: two and one-half parking spaces.

(2) (A) Notwithstanding paragraph (1), if a development includes at least 20 percent low-income units for housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b) or at least 11 percent very low income units for housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit. Notwithstanding paragraph (1), if a development includes at least 40 percent moderate-income units for housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom.

(B) For purposes of this subdivision, “unobstructed access to the major transit stop” means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

(3) Notwithstanding paragraph (1), if a development meets the criteria of subparagraph (G) of paragraph (1) of subdivision (b), then, upon the request of the developer, a city, county, or city and county shall not impose vehicular parking standards if the development meets any of the following criteria:

(A) The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.

(B) The development is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(C) The development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code. A development that is a special needs

housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(4) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through on street parking.

(5) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).

(6) This subdivision does not preclude a city, county, or city and county from reducing or eliminating a parking requirement for development projects of any type in any location.

(7) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdiction wide parking study in the last seven years, then the city, county, or city and county may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The city, county, or city and county shall pay the costs of any new study. The city, county, or city and county shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.

(8) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.

(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.

(s) Notwithstanding any other law, if a city, including a charter city, county, or city and county has adopted an ordinance or a housing program, or both an ordinance and a housing program, that incentivizes the development of affordable housing that allows for density bonuses that exceed the density bonuses required by the version of this section effective through December 31, 2020, that city, county, or city and county is not required to amend or otherwise update its ordinance or corresponding affordable housing incentive program to comply with the amendments made to this section by the act adding this subdivision, and is exempt from complying with the incentive and concession calculation amendments made to this section by the act adding this subdivision as set forth in subdivision (d), particularly subparagraphs (B) and (C) of paragraph (2) of that subdivision, and the amendments made to the density tables under subdivision (f).

(t) When an applicant proposes to construct a housing development that conforms to the requirements of subparagraph (A) or (B) of paragraph (1) of subdivision (b) that is a shared housing building, the city, county, or city and county shall not require any minimum unit size requirements or minimum bedroom requirements that are in conflict with paragraph (7) of

subdivision (o).

(u) (1) The Legislature finds and declares that the intent behind the Density Bonus Law is to allow public entities to reduce or even eliminate subsidies for a particular project by allowing a developer to include more total units in a project than would otherwise be allowed by the local zoning ordinance in exchange for affordable units. It further reaffirms that the intent is to cover at least some of the financing gap of affordable housing with regulatory incentives, rather than additional public subsidy.

(2) It is therefore the intent of the Legislature to make modifications to the Density Bonus Law by the act adding this subdivision to further incentivize the construction of very low, low-, and moderate-income housing units. It is further the intent of the Legislature in making these modifications to the Density Bonus Law to ensure that any additional benefits conferred upon a developer are balanced with the receipt of a public benefit in the form of adequate levels of affordable housing. The Legislature further intends that these modifications will ensure that the Density Bonus Law creates incentives for the construction of more housing across all areas of the state.

(v) (1) Provided that the resulting housing development would not restrict more than 50 percent of the total units to moderate-income, lower income, or very low income households, a city, county, or city and county shall grant an additional density bonus calculated pursuant to paragraph (2) when an applicant proposes to construct a housing development that conforms to the requirements of paragraph (1) of subdivision (b), agrees to include additional rental or for-sale units affordable to very low income households or moderate income households, and meets any of the following requirements:

(A) The housing development conforms to the requirements of subparagraph (A) of paragraph (1) of subdivision (b) and provides 24 percent of the total units to lower income households.

(B) The housing development conforms to the requirements of subparagraph (B) of paragraph (1) of subdivision (b) and provides 15 percent of the total units to very low income households.

(C) The housing development conforms to the requirements of subparagraph (D) of paragraph (1) of subdivision (b) and provides 44 percent of the total units to moderate-income households.

(2) A city, county, or city and county shall grant an additional density bonus for a housing development that meets the requirements of paragraph (1), calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	23.75
7	27.5
8	31.25
9	35
10	38.75
Percentage Moderate-Income Units	Percentage Density Bonus

5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) The increase required by paragraphs (1) and (2) shall be in addition to any increase in density granted by subdivision (b).

(4) The additional density bonus required under this subdivision shall be calculated using the number of units excluding any density bonus awarded by this section.

(Amended by Stats. 2023, Ch. 784, Sec. 1.3. (SB 713) Effective January 1, 2024.)

--- END OF LAW ---

ORDINANCE NO. 841

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING CHAPTER 17.48.030, INCENTIVES FOR AFFORDABLE HOUSING, OF TITLE 17, ZONING, OF THE CRESCENT CITY MUNICIPAL CODE

WHEREAS, the City of Crescent City is a general law city with the constitutional authority ("police power") to make laws and regulations to protect the public health, safety and welfare; and

WHEREAS, Title 17 of the Crescent City Municipal Code sets the zoning regulations of the City; and

WHEREAS, Chapter 17.48.030 pertains to the incentives for affordable housing; and

WHEREAS, the Planning Commission has reviewed Chapter 17.48.030 and formally made recommendations for revisions to the City Council; and

WHEREAS, the City Council has considered those recommendations and held a public hearing thereon.

NOW, THEREFORE, the City Council of the City of Crescent City ordains as follows:

SECTION 1. RECITALS. The City Council finds the above recitals to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. CODE AMENDMENT.

2.01 Section 17.48.030 Amendment. Section 17.48.030, Incentives for Affordable Housing, of Title 17, Zoning, of the Crescent City Municipal Code is hereby amended as follows:

The City wishes to provide a balance in housing types for all households in the community. Pursuant to Section 65915 et seq. of the California Government Code the City will consider developers proposals to provide housing for very low- and low-income households by the provision of a density bonus for housing developments when issues of providing such housing in an affordable manner arise. Such bonus shall be made subject to the following provisions:

A. Qualification.

In order to qualify for a density bonus, a project, unless otherwise ineligible, must be in compliance with the Government Code Section 65915 et seq. as amended, according to one of the following options:

- 1. Low-Income Housing.** *A minimum of ten percent (10%) of the total units of a housing development, including a shared housing building development, for rental or sale to lower income households, as defined in § 50079.5 of the Health and Safety Code (Gov. Code §*

65915(b)(1)(A)).

2. **Very Low-Income Housing.** A minimum of five percent (5%) of the total units of a housing development, including a shared housing building development, are for rental or sale to very low-income households, as defined in § 50105 of the Health and Safety Code (Gov. Code §65915(b)(1)(B)).
3. **Senior Citizen Housing.** A senior citizen shared-housing development, as defined in Sections 51.3 and 51.11 of the Civil Code, or a mobilehome park, that limits residency based on age requirements for housing for older persons (Gov. Code §65915(b)(1)(C)).
4. **Moderate-Income Housing.** A minimum of ten percent (10%) of the total dwelling units of a housing development are sold to persons and families of moderate income, as defined in § 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase (Gov. Code §65915(b)(1)(D)).
5. **Foster Youth/Disabled Veterans/Homeless Persons Housing.** A minimum of ten percent (10%) of the total units of a housing development for transitional foster youth, as defined in § 66025.9 of the Education Code, disabled veterans, as defined in the Gov. Code. § 18541, or homeless persons, as defined in the federal McKinley-Vento Homeless Assistance Act (42 U.S.C. §. 11301 et seq.) (Gov. Code §65915(b)(1)(E)).
6. **Student Housing.** A minimum of twenty percent (20%) of the total units (one rental bed and its pro rata share of associated common area facilities) for lower income students in a student shared-housing development subject to all requirements found under Gov. Code §65915(b)(1)(F)(I)-(IV) (Gov. Code § 65915(b)(1)(F)).
7. **100% Affordable Housing.** One hundred percent (100%) of all units in the shared housing building development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined in § 50079.5 of the Health and Safety Code, except that a maximum of twenty percent (20%) of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in §50053 of the Health and Safety Code (Gov. Code §65915(b)(1)(G)).

B. Limitation.

Density bonuses shall not exceed the awarded calculation of the density bonus pursuant to Gov. Code § 65915(f) per the requested category and units proposed by the applicant (Gov. Code § 65915(b)(2)).

C. Application.

An application for a density bonus shall be made in conjunction with the other required applications for the development and shall be subject to the same procedures required by those applications and shall:

- 1. Include a written request for a density bonus.*
- 2. Include a project description/narrative.*
- 3. Include type of housing.*
- 4. Include number of units (per bedroom number).*
- 5. Include projected sales and/or rental costs for residents.*

D. Timelines. *The applicant must be notified within 30 days of application submission whether the application is deemed complete. If the application is deemed incomplete, then City must provide the applicant with an exhaustive list of items on the City's checklist that were not complete. Upon re-submittal of the application, the City will have an additional 30 days to determine the application's completeness. If the written notification of the completeness determination is not made within the 30-day period on the original or any subsequent application, then the application will be deemed complete. With the notification of determination of application completeness, City must also notify the applicant of the following:*

- 1. The amount of the density bonus for which the applicant is eligible (calculated pursuant to Gov. Code § 65915(f);*
- 2. If the applicant requests a parking ratio pursuant to § 65915(p), the parking ratio for which the applicant is eligible.*
- 3. If the applicant requests incentives or concessions pursuant to § 65915(d) or waivers or reductions of development standards pursuant to § 65015(e), whether the applicant has provided adequate information for the local government to make a determination as to those incentives, concessions, waivers, or reductions of development standards.*

Once deemed complete, the application will be scheduled for a Planning Commission Hearing within forty-five (45) days.

E. Maintenance of Affordable Units.

In exchange for the granted density bonus, the developer shall guarantee the continued affordability of the designated units will be maintained for very low- and low-income households for fifty-five (55) years, or a longer period of time required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, or as determined by the California Tax Credit Allocation Committee.

- 1. Deed Restriction. The guarantee shall be in the form of a deed restriction or other legally binding and enforceable document acceptable to the city council. The document shall be recorded with the Del Norte County Recorder prior to the issuance of a building permit.*

2. *Maintenance. All units must be maintained to meet HUD Housing Quality Standards.*

F. Development Standards.

All residential projects granted a density bonus shall conform to the development standards, as defined under Gov. Code § 65915(o)(2), as applicable:

1. *Unless waived under Section 17.48.050(H); or*
2. *Unless it will have the effect of physically precluding the construction of a development meeting the State Density Bonus Law, densities, and waiver (concession/incentive) (Gov. Code §65915(e)(1)); or*
3. *Where a proposed project is to be phased in its construction the number bonus units shall either be proportionately allocated between the phases or provided in the last phase of construction.*

G. Off-Street Parking Standards.

The off-street parking ratio, inclusive of parking for persons with a disability and guests, of an affordable housing development, unless otherwise exempt, shall be subject to the following standards:

1. *Zero to one (0-1) bedroom: one (1) off-street parking space.*
2. *Two to three (2-3) bedrooms: one and one-half (1.5) off-street parking spaces.*
3. *Four and more (4+) bedrooms: two and one-half (2.5) off-street spaces.*

H. Waiver of Development Standards.

If the applicant submits a proposal for a specific waiver (incentive/concession), subject to the waiver (incentive/concession), as defined under Gov. Code § 65915(k), calculation under Gov. Code § 65915(d)(2), to waive a specific development standard, as defined under Gov. Code § 65915(o)(2), the City shall grant the waiver requested by the applicant unless the City makes a written finding, based on substantial evidence and bearing the burden of proof, of any of the following:

1. *Affordability Impact. The waiver does not result in identifiable and actual cost reductions, consistent with Gov. Code § 65915(k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in Gov. Code § 65915(c).*
2. *Adverse Impact. The waiver would have a specific, adverse impact, as defined in Gov. Code § 65589.5(d)(2), upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.*
3. *Illegal. The waiver would be contrary to state or federal law.*

I. Compliance.

- 1. Local. Granting a density bonus and waiver shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal program/plan amendment, zoning change, ordinance amendment, and/or any other discretionary approval.*
- 2. State. To the extent any provision of this chapter is inconsistent with state law governing Density Bonus, the applicable state law, as amended from time to time, shall govern.*

END TEXT AMENDMENT

[CONTINUED ON NEXT PAGE]

SECTION 3. SEVERABILITY. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 4. CEQA FINDINGS. This Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), and the CEQA Guidelines, and has been found to be exempt from CEQA under Section 21080 of the Public Resources Code and PRC 21065 because the amendments to this zoning or ordinance will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. EFFECTIVE DATE & PUBLICATION. This Ordinance will become effective 30 days after the date of its adoption. The City Clerk shall cause this ordinance to be published in a newspaper of general circulation in Del Norte County once within 15 days of its adoption in accordance with the requirements of Government Code Section 36933.

INTRODUCED at a meeting of the City Council of the City of Crescent City held on _____, 2024.

PASSED AND ADOPTED by the City Council of the City of Crescent City at a regular meeting of the City Council held this ____ day of _____ 2024 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

CITY COUNCIL AGENDA REPORT



TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

**BY: KEVIN CAREY, FIRE CHIEF
MARTHA D. RICE, CITY ATTORNEY**

DATE: MAY 6, 2024

SUBJECT: FIRE TRAINING BURN AGREEMENT WITH DEL NORTE COUNTY

RECOMMENDATION

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Approve the Fire Training Burn Exercise Agreement with Del Norte County

BACKGROUND

The County owns property on Williams Drive that it plans to use for various programs for the unhoused. There is currently a structure on the property that must be demolished in order for the property to be utilized in its intended manner. Crescent City Fire & Rescue (CCF&R) requested to use the property for a training burn. Opportunities to train on live fires in real structures do not come along very often. This is an exciting opportunity for the Department.

ITEM ANALYSIS

Del Norte County has agreed to allow CCF&R to conduct a training burn and to invite other agencies to participate. Staff from the City and the County worked out an agreement to clearly define the roles and responsibilities of the respective agencies with regards to this training burn exercise. Notable provisions of the agreement are summarized as follows:

- The County will abate all asbestos and remove all hazardous materials prior to the training burn.
- The County will relocate Ag. Dept. personnel during the training burn (if during a workday)
- The City will obtain waivers from all participating agencies

- The City will obtain an air quality permit and notify the public
- The City will be responsible for site safety during the training exercise
- The City will indemnify the County for negligent acts or omissions of City

The Board of Supervisors approved the agreement at their April 23rd meeting.

FISCAL ANALYSIS

Entering into the agreement with the County will not have a direct fiscal impact.

STRATEGIC PLAN ASSESSMENT

This action supports the following Strategic plan Goals:

- GOAL 1: SUPPORT QUALITY SERVICES, COMMUNITY SAFETY, AND HEALTH TO ENHANCE THE QUALITY OF LIFE AND EXPERIENCE OF OUR RESIDENTS AND VISITORS
 - A. Enhance collaboration with other agencies and the community to better aid the public
 - C. Empower and utilize Police, Fire and Public Works departments to make Crescent City one of the safest cities in the United States
 - D. Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs
- GOAL 3: OBTAIN THE HIGHEST LEVELS OF ORGANIZATIONAL EXCELLENCE
 - A. Maintain responsible fiscal management and accountability
 - C. Maximize performance and value in all City Council, staff, volunteer and committee positions

ATTACHMENTS

- Fire Training Burn Exercise Agreement with Del Norte County
- Participating Agency Waiver & Release

FIRE DEPARTMENT TRAINING BURN EXERCISE AGREEMENT BETWEEN THE CITY OF CRESCENT CITY AND THE COUNTY OF DEL NORTE

This Fire Department Training Burn Exercise Agreement ("Agreement") is entered into by and between the City of Crescent City ("City") and the County of Del Norte ("County") for the purpose of defining the roles and responsibilities of the respective parties during a training burn of the County's old mental health building, located at 206 Williams Drive, Crescent City, California.

WHEREAS, the County owns a dilapidated structure located within the City's jurisdictional limits that it needs demolished in order to make room for a future project; and

WHEREAS, the City has a fire department that operates jointly with the Crescent Fire Protection District as "Crescent City Fire & Rescue", which provides fire and emergency response services to Crescent City and the surrounding urban area; and

WHEREAS, conducting firefighting training exercises with live fire in a real structure is a rare and invaluable opportunity for firefighters to practice their skills and obtain the Fire Control III Certification; and

WHEREAS, the parties desire to work cooperatively to accomplish the needs of both agencies.

Now, therefore, for good and valuable consideration, the City and County agree as follows:

- 1. Training Burn Exercise.** The County authorizes the City through Crescent City Fire & Rescue ("CCF&R") to conduct a training burn exercise at 206 Williams Drive ("Site"), Crescent City, California. County grants Crescent City Fire & Rescue complete access to the Site including the ability to breach walls, break windows, breach roofs, and to conduct any other demolition and staging as necessary for the training burn activities. The County further authorizes Crescent City Fire & Rescue to conduct this training exercise over multiple days and to include other local and regional firefighting agencies. CCF&R will obtain liability waivers from all participating agencies and confirm the waiver is signed by an authorized representative for the participating agency.
- 2. City Responsibilities.** The City is responsible for the following:
 - a. Coordinate dates for the training burn exercise with Jeff Smith, the County's Contracted Encampment Resolution Funding (ERF) Grant Program Manager;
 - b. Obtain a Fire Training Burn Permit from the North Coast Unified Air Quality Management District and provide all required and courtesy public notifications;
 - c. Limit access to the Site to persons directly involved in the training exercises;
 - d. Provide portable toilets for use by fire personnel for the duration of the training burn exercises;
 - e. Site safety during the training burn exercises;
 - f. Protect nearby structures during the training burn exercises;
 - g. Direct and oversee the training activities of all participating departments;
 - h. Turn over the Site to the County after the conclusion of training exercises.
- 3. County Responsibilities.**
 - 3.1 The County is responsible to do the following prior to the training burn exercise:
 - a. Remove all property and equipment from the Site that is to be preserved;
 - b. Relocate County personnel from County Agriculture Department to other locations for the dates of the training burn exercises;

- c. Disconnect all utilities at the Site;
 - d. Notify utility providers and give them the opportunity to remove their property or equipment from the Site;
 - e. Abate and remove all asbestos from the Site;
 - f. Remove all items containing chlorofluorocarbons (CFC) from the Site (such as refrigerators, freezers, window mount A/C units, HVAC systems);
 - g. Remove all hazardous materials stored on the Site (such as petroleum products, position, pesticides, and explosives); and
 - h. Notify carrier and cancel fire insurance for the Site.
- 3.2 The County is responsible to do the following after the training burn exercise:
- a. Secure the Site from unauthorized access with appropriate signage, etc.; and
 - b. Site clean-up of all debris at the County's expense following the conclusion of the training burn exercises.
4. **Indemnification of County.** City agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from City's negligent acts or omissions which arise from City's performance of its obligations under this Agreement.
5. **Comparative Fault.** In the event County and/or City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the City must indemnify the County only to the extent of its comparative fault. The City's insurance coverage shall be primary coverage except in cases where the County is found to be comparatively at fault, in which cases the County's insurance program will respond to the extent of County fault.
6. **Attorney's Fees.** In the event of litigation arising from this Agreement, each party to the Agreement will bear its own costs, including attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs 4 and 5.
7. **Insurance.** The City shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder and the results of that work by the City, its agents, representatives, employees, volunteers or subcontractors. Coverage shall be at least as broad as:
- a. **Commercial General Liability (CGL):** Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, and bodily injury with limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this activity or the general aggregate limit shall be twice the required occurrence limit.
 - i. The City agrees to name the County, its officers, officials, and employees as additional insureds on the CGL Policy with respect to liability arising out of work or operations performed by or on behalf of the City.
 - b. **Automobile Liability:** Insurance covering any auto (Code 1), or if City has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - c. **Workers' Compensation:** Equal in scope and amounts required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no

less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

- i. The City hereby grants to the County a waiver of any right to subrogation which any insurer of the City may acquire against the County by virtue of the payment of any loss under Workers' Compensation insurance. City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 8. Integration / Amendment.** This Agreement contains the entire understanding of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing and signed by both parties.
- 9. Governing Law / Venue.** This Agreement is entered into in Del Norte County, California and is governed by the laws of the State of California. Any action or proceeding between City and County concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement, must be filed in Del Norte County Superior Court.
- 10. Interpretation.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement is to be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 11. No Waiver.** No waiver of any default may constitute a waiver of any other default or breach, whether of the same or another covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party will give the other party any contractual rights by custom, estoppel, or otherwise.
- 12. Severability.** If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions will continue in full force and effect unless the purpose of this Agreement is frustrated.
- 13. Counterparts.** This Agreement may be signed in counterparts, each of which constitutes an original.
- 14. No Relinquishment of Rights.** Except as expressly stated herein, nothing contained in this Agreement may be construed as a relinquishment of any rights now held by City or County.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2024

COUNTY OF DEL NORTE

Dean Wilson, Chair
Board of Supervisors

ATTEST:

Kylie Goughnour, Board Clerk
Board of Supervisors

APPROVED AS TO FORM:

Jacqueline Roberts, County Counsel

CITY OF CRESCENT CITY

Blake Inscore, Mayor

ATTEST:

Robin Altman, City Clerk

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

CCF&R FIRE DEPARTMENT TRAINING BURN EXERCISE PARTICIPATING AGENCY WAIVER & RELEASE

Crescent City Fire & Rescue (CCF&R) will be conducting a fire training burn exercise at 206 Williams Drive, Crescent City, California (the "Site"). The building and property are owned by the County of Del Norte (the "County"). CCF&R is a combined fire department of the City of Crescent City (the "City") and the Crescent Fire Protection District (the "District") operating under a joint exercise of powers agreement. CCF&R has invited other fire departments to participate in this training opportunity. Each participating agency is required to execute this Waiver & Release as a condition of participating in this training exercise.

Date of Training: _____

Participating Agency: _____

Agency Address: _____

Agency Contact: _____

Contact Phone #: _____

Contact Email: _____

In consideration of CCF&R allowing the above-identified Participating Agency to participate in the training exercise, the Participating Agency agrees to the following terms and conditions.

1. Supervision. CCF&R Fire Chief Carey will be in charge of the Site and order of training activities, but the Participating Agency will be solely responsible for supervising and directing the activities of its personnel.
2. Release of Liability. Participating Agency hereby forever releases, waives, and discharges the City, the District, the County, and their respective public officials, employees, and volunteers from any and all actions, claims, or demands for personal injuries to Participating Agency's personnel and or property damage to Participating Agency's vehicles, equipment or other property, arising out of or incidental to the training exercise.
3. Hold Harmless. Participating Agency hereby agrees to indemnify and hold harmless the City, the District, the County, and each of their respective public officials, employees, and volunteers from any and all claims, actions, suits, costs, expenses and liabilities resulting from Participating Agency's negligent acts or omissions which arise from City's performance of its obligations under this Agreement.
4. Workers' Compensation. Participating Agency certifies that all personnel participating in the training exercise are covered by a policy of workers' compensation insurance and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Participating Agency hereby waives any right to subrogation which any insurer of the Participating Agency may acquire against the City, the District, or the County by virtue of the payment of any loss under Workers' Compensation insurance.

5. Automobile Liability. Participating Agency must carry insurance covering any auto (Code 1), or if City has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
6. Commercial General Liability. Participating Agency must carry insurance coverage on an “occurrence” basis, including products and completed operations, property damage, and bodily injury with limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this activity or the general aggregate limit shall be twice the required occurrence limit.

The signature below signifies the Participating Agency has reviewed and agrees to the terms contained herein.

Participating Agency’s Authorized Representative

Signature

Date

Name: _____

Title: _____