



CITY OF CRESCENT CITY

MAYOR RAY ALTMAN
COUNCIL MEMBER DARAN DOOLEY
COUNCIL MEMBER CANDACE TINKLER

MAYOR PRO TEM ISAIAH WRIGHT
COUNCIL MEMBER JASON GREENOUGH

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

MONDAY

JULY 28, 2025

5:00 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@crecentcity.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. 12. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II]. For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: www.crescentcity.org

OPEN SESSION

Call to order
Roll call
Pledge of Allegiance

NEW BUSINESS

1. Beachfront Park Tolowa Cultural Trail Project Contract Award

- *Recommendation: Hear staff report*
- *Technical questions from the Council*
- *Receive public comment*
- *Further Council discussion*
- *Approve Cultural Gateway and Beautification Project Path of Culture and Interpretive Node Plans, dated 7/7/25*
- *Approve Beachfront Park Tolowa Cultural Trail Project Specifications*
- *Approve and authorize the City Manager to sign a contract with Tidewater Contractors, Inc for the construction of the Beachfront Park Tolowa Cultural Trail project*
- *Authorize the City Manager to approve and sign change orders in an aggregate amount not to exceed \$60,000 or a single change order not to exceed \$25,000*

- *Reaffirm staff's CEQA determination that the project is categorically exempt per CEQA guidelines Class 1 § 15301(a) – Existing Facilities and Class 3 § 15303 – New Construction*

ADJOURNMENT

Adjourn to closed session immediately following open session.

CLOSED SESSION

Call to order

Roll call

- **Conference with Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1)):** *Walter Meder v. City Council of Crescent City (DNSC Case No. CVCV-25-1069)*
- **Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9(d)(4)):** *Application of Water Meder to submit a late government claim.*
- **Conference with Labor Negotiator (Gov. Code § 54957.6): Agency Representative:** **Eric Wier**, Employee Association: Crescent City Employees Association, Crescent City Management Employees Association, Clerical Employees of Crescent City, Crescent City Police Officers Association, Crescent City Career Firefighters Association, and All Unrepresented Employees

RECONVENE OPEN SESSION

REPORT OUT FROM CLOSED SESSION

ADJOURNMENT

Adjourn to the regular meeting of the City Council of the City of Crescent City on Monday, August 4, 2025 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

POSTED:

July 24, 2025

/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



CITY COUNCIL AGENDA REPORT

TO: MAYOR ALTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: ERIC WIER, CITY MANAGER

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

DATE: JULY 28, 2025

**SUBJECT: BEACHFRONT PARK TOLOWA CULTURAL TRAIL PROJECT
CONTRACT AWARD**

RECOMMENDATION

- Hear staff report
- Technical questions from the Council
- Receive public comment
- Further Council discussion
- Approve Cultural Gateway and Beautification Project Path of Culture and Interpretive Node Plans, dated 7/7/2025
- Approve Beachfront Park Tolowa Cultural Trail Project Specifications
- Approve and authorize the City Manager to sign a contract with Tidewater Contractors, Inc. for the construction of the Beachfront Park Tolowa Cultural Trail project
- Authorize the City Manager to approve and sign change orders in an aggregate amount not to exceed \$60,000 or a single change order not to exceed \$25,000.
- Reaffirm staff's CEQA determination that the project is categorically exempt per CEQA guidelines Class 1 § 15301(a) – Existing Facilities and Class 3 § 15303 – New Construction

BACKGROUND

The Tolowa Cultural Trail project began in 2020 with the award of Prop 68 funding to complete a Tolowa Interpretive Area in Beachfront Park. On April 21, 2022, City staff formed a Tolowa Cultural Committee, comprised of three Tolowa tribes (Elk Valley Rancheria, Tolowa Nation, and Tolowa Dee-ni' Nation) as well as Tolowa representatives from the Del Norte Historical Society, to provide input for the design of all Tolowa elements proposed in the Beachfront Park Master Plan.

On June 20, 2022, the City entered into a contract with landscape architects from GreenWorks P.C. to complete the design of all new Beachfront Park features under the Prop 68 award. The GreenWorks design team also included interpretive designers from

Sea Reach Ltd., who have designed much of what is now known as the Tolowa Cultural Trail. Over the past three years, City staff, the GreenWorks design team, and the Tolowa Cultural Committee have been meeting regularly to help bring this project to fruition.

Since the inception of this project, the City has acquired a total of eight grants to expand the storytelling elements of this park experience beyond the designated Tolowa Interpretive Area to include a total of seven interpretive nodes or public art features strategically placed along the California Coastal Trail. The Tolowa Cultural Trail will now begin at the Visitor's Center and end at Battery Point. Each interpretive node will include QR codes linked to ten (10) videos of Tolowa people describing poignant moments from their history leading up to Tolowa life today.

On September 15, 2023, the City was awarded funding from the California Department of Transportation as part of their Clean California Grant Program for the Crescent City Cultural Gateway and Beautification Project. The objective of this project is to expand on some of the cultural elements that the Tolowa Cultural Trail is bringing to Beachfront Park by including them in some of the gateway and art elements proposed for the Front Street corridor, in addition to providing improved access to the Beachfront Park and Visitor's Center.

On December 16, 2024, the City Council approved and authorized the City Manager to sign a Professional Services Agreement with Sea Reach Ltd. to design and fabricate three of the Tolowa Interpretive Nodes for the Tolowa Coastal Trail project. These include the Redwood Tree, Canoe, and Burden Basket.

On June 16, 2025, the City Council approved and authorized the City Manager to sign Amendment 1 to the Professional Services Agreement with Sea Reach Ltd. for the design and fabrication of a welcome node for the Tolowa Coastal Trail project in addition to the three other interpretive nodes previously awarded.

On June 30, 2025, the City was awarded \$2,000,000 in grant funds from the Mellon Foundation to complete all remaining Tolowa Cultural Trail elements, including the Welcome Station or entry to the Tolowa Cultural Trail (with lithomosaic artwork), expanded kiosks/interpretive nodes or public art features along the CA Coastal Trail, and the site improvements (groundwork and landscape design) at Battery Point.

On July 9, 2025, the Council approved and authorized the City Manager to sign a Professional Services Agreement with T.B. Penick & Sons, Inc. to fabricate and install 3 lithomosaic public art elements in Beachfront Park as part of the Tolowa Cultural Trail and Cultural Gateway and Beautification Project.

ITEM ANALYSIS

Due to funding requirement deadlines to install the first three nodes (Redwood tree, Burden basket, and Canoe) by November 30, 2025, City staff published an Invitation for Bids on July 9, 2025 for completing the groundwork for this section of the Tolowa Cultural Trail. This infrastructure is necessary to be completed prior to the installation of the node

structures. Staff is requesting City Council approval of the plans and specifications attached to this staff report. One Addenda was published on July 14, 2025 to modify the current trail demolition to match as-built conditions, to provide some clarification pictures of existing conditions at each of the Interpretive Nodes, and to provide a Gannt chart to clarify the project scheduling.

Bids were opened and read publicly on July 21, 2025. Tidewater Contractors was the apparent low bidder and was notified of award on the same day. Tidewater Contractors is a qualified responsive bidder. There has been no bid protestation submitted before the 5 p.m. deadline of July 23, 2025.

Tidewater has been awarded the Base Bid contract only. The alternative bid items are currently not a part of this contract. They are to be included in the re-bidding of the larger Front Street/Gateway Project scheduled to be bid on August 11, 2025. These alternative bid items make up sections of the remainder of the Tolowa Cultural Trail concrete pathway not necessary for the construction and installation of the cultural node and welcome center elements.

The anticipated start of work for this contract is anticipated to be in the middle of August. This will allow for the installation of the node structures and lithocrete concrete elements prior to our planned trail opening in early November, and the particular grant funding covering the nodes which concludes November 30, 2025.

With a bid date of August 11th for the larger project which includes the balance of the concrete surfacing, it is hoped that this work can be completed prior to the trail opening in November as well. All this section of the trail will be graded and graveled under this contract pending Council's approval.

FISCAL ANALYSIS

The table below summarizes the bids received. Tidewater Contractors is the apparent low bidder and meets the City's budget for this construction project. This portion of the groundwork for the Beachfront Park Tolowa Cultural Trails project will be funded entirely by the Clean California Grant.

	Engineering Estimate	Tidewater Contractors	ST Rhodes
Base Bid	\$222,891	\$213,399	\$247,807.85
Alternative Bid	\$84,815	\$ 60,432	\$ 90,139
Total	\$307,706	\$273,831	\$337,946.85

City staff recommends that the Council approve and authorize the City Manager to sign the agreement with Tidewater Contractors for the construction of the Base Bid for the Beachfront Park Tolowa Cultural Trail project.

STRATEGIC PLAN ASSESSMENT

This report is consistent with the following 2016 Strategic Plan Goals:

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

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

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

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

GOAL 2: PROMOTE A THRIVING LOCAL ECONOMY

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

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

ATTACHMENTS

1. Cultural Gateway and Beautification Project Path of Culture and Interpretive Node Plans (on website)
2. Beachfront Park Tolowa Cultural Trail Specifications (on website)
3. Agreement with Tidewater Contractors
4. CEQA determination

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between the City of Crescent City, a California municipal corporation hereinafter called the "Owner," and

Tidewater Contractors, Inc., hereinafter called the "Contractor."

WHEREAS, the Owner has caused a project manual to be prepared comprised of one volume of bidding and contract requirements, technical specifications, and drawings for the construction of the "BEACHFRONT PARK TOLOWA CULTURAL TRAIL" as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the contract as defined in Section 00 72 00;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in the contract and to be performed, the Contractor hereby agrees to complete the work at the price and on the terms and conditions therein contained, and the Owner agrees to pay the Contractor the contract price provided therein for the fulfillment of the work and the performance of the covenants set forth herein.

It is expressly understood and agreed by the parties that with regard to all dates and time periods set forth, or referred to, in this Agreement, time is of the essence.

The further terms, conditions, and covenants of this agreement are set forth in the contract documents, each of which is attached hereto and by this reference made a part hereof:

Volume One:

- Part A, Bidding and Contract Requirements (including Addenda numbers 1 through 1);
- Part B, Technical Specifications; and
- Part C, a set of drawings consisting of one volume.
- Attachment A, State Prevailing Wage Rates / Classifications

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this ____ day of _____, 20____ at Crescent City, California.


Signature for Owner

Title of Signatory

Attest: _____
Signature

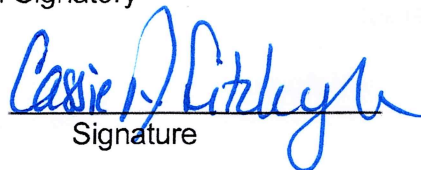
Title of Signatory

Tidewater Contractors, Inc.
Name of Contractor


Signature for Contractor

George Fitzhugh
President

Title of Signatory

Attest: 
Signature

Witness to Contractor
Title of Signatory

END OF SECTION



City of Crescent City

Where the Redwoods Meet the Sea

377 J Street, Crescent City, CA 95531 • 707.464.7483 • Fax 707.465.4405 • www.crescentcity.org



CRESCENT CITY BEACHFRONT PARK TOLOWA CULTURAL TRAIL

Contract # 2025-1002.31

NOTICE OF AWARD

July 21, 2025

Dear Mr. Fitzhugh:

The City of Crescent City, hereby referred to as the Owner, intends to award the contract referenced above to Tidewater Contractors, Inc., hereby referred to as CONTRACTOR, on the 21st day of July, 2025, in the amount of \$213,399.00 for the Base Bid – Beachfront Park Tolowa Cultural Trail.

The Alternative Bid #22-26, are not to be awarded at this time.

EXECUTION OF AWARD DOCUMENTS

In accordance with the Contract Documents, the CONTRACTOR shall properly execute and deliver to the CITY each of the following Award Documents:

1. Section 00 52 00 Agreement, and
2. Section 00 61 05 Faithful Performance Bond, and
3. Section 00 61 10 Payment Bond, and
4. Workers' Compensation Insurance Certification, and
5. Liability Insurance Certification

If all the Award Documents listed above have not been properly executed and delivered to the City of Crescent City within ten (10) working days of the Notice of Award, this award of contract shall be void, and the Bidder's Security submitted by the CONTRACTOR, shall be surrendered to OWNER.

The contract for this project shall not be considered binding until both the CONTRACTOR and the OWNER have properly executed the Public Works Agreement.

The Public Works Agreement, the Performance Bond, and the Payment Bond shall be signed by the CONTRACTOR (Bidder) in accordance with Contract Documents. When surety bonds are used as security, the surety's attorney-in-fact must have a current power-of-attorney attached to the bonds. The signature of the attorney-in-fact shall be notarized. A responsible corporate surety, authorized to issue such bonds in the State of California, shall duly execute surety bonds.

The date on page 1 of the Public Works Agreement shall be left blank. The date shall be filled in by the City of Crescent City on the date that the OWNER executes the Agreement. The

Performance Bond shall be in a sum not less than one hundred percent (100%) of the total contract price, in the form of the attached Performance Bond.

Pursuant to Civil Code Sections 3247 and 3248, the CONTRACTOR shall file a payment bond with and approved by the OWNER. The payment bond shall be in a sum not less than ONE HUNDRED percent (100%) of the total contract price. The payment bond shall be in the form of the attached Payment Bond and not a deposit in lieu of a bond.

The Worker's Compensation Insurance Certificate and Liability Insurance Certificate shall be provided pursuant to Contract Documents.

Should any bond, security, or insurance certificate become insufficient or unsatisfactory to the OWNER, notice will be given to the CONTRACTOR to that effect, and the OWNER may issue a Stop Work Notice to suspend the CONTRACTOR'S performance until a satisfactory substitute is posted by the CONTRACTOR. No further payments shall be deemed due or will be made under the Contract until the CONTRACTOR posts a satisfactory substitute.

NOTICE TO PROCEED

Within thirty (30) working days after the CONTRACTOR has properly executed and delivered all necessary documentation, which was requested per this Notice of Award, the OWNER shall issue the Notice to Proceed. The contract time shall commence upon the date set forth on the Notice to Proceed. The work shall start within fifteen (15) calendar days thereafter, and shall proceed diligently and continuously until completion, within the Contract Time provided in the Notice to Proceed.

CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor shall submit a schedule to the City of Crescent City for approval. The schedule shall be in the form of tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship and critical path of all activities of the project including, but not limited to, estimated starting and completion dates of various activities. The schedule shall include time, as necessary, for the completion of all work, including any related utility work and/or other improvements needed to support the above-mentioned project. It shall reflect completion of all work under the Contract within the specified Contract Time and in accordance with these specifications.

PRECONSTRUCTION MEETING

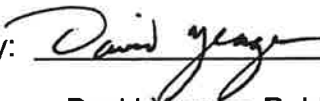
Within ten (10) working days after the CONTRACTOR has properly executed and delivered all award documents, as well as the construction schedule, and prior to issuing the Notice to Proceed, the OWNER will schedule a preconstruction meeting with the CONTRACTOR to review the proposed schedule and delivery dates, discuss utility coordination, if any, discuss construction methods, and clarify procedures for inspection of work and transmittal of documents and submit a traffic control plan for approval.

Prior to commencing work, the CONTRACTOR shall designate in writing, an authorized representative who shall have complete authority to act on behalf of the CONTRACTOR for this

project, including the authority to execute contract change orders. The CONTRACTOR shall also designate in writing, a person who shall be at the project site and be in control of all work at any time that work is being performed and who shall receive any communications and correspondence from the OWNER, on behalf of CONTRACTOR.

If there should be any questions, please direct them to:

City of Crescent City
377 J Street
Crescent City, CA 95531
(707) 464-9506 x234

By:  _____
David Yeager, Public Works Director

CITY OF CRESCENT CITY
COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING & ZONING
377 J Street, Crescent City, CA 95531 (707-464-9506)



Incorporated April 13, 1854

web: www.crescentcity.org

NOTICE OF EXEMPTION
CEQA – APPENDIX E

To: **Office of Planning and Research**
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: **City of Crescent City**
377 J Street
Crescent City, CA 95531

County of Del Norte
County Clerk
981 H Street, Suite 160
Crescent City, CA 95531

Project Title: **Front Street Redesign: Play to N Street**

Project Applicant: **City of Crescent City**

Project Location-Specific: **Front Street Redesign: Play to N Street and K Street,
Front to 2nd Street**

Project Location-City: **City of Crescent City**

Project Location-County: **Del Norte**

Description of Nature, Purpose and Beneficiaries of Project:

The Project includes installation of a replacement storm drain system at several locations, new and replacement water mains, new and replacement sewer lines, propane gas lines relocation as required, new irrigation pipe and controls, new fire hydrants, new and replacement curbs, gutters, sidewalks, and pedestrian crossings, new paving alignment for Front Street, new signage (including gateway signs, information kiosks, and artwork with foundations), and new street lighting fixtures and sign lighting, landscaping (including earth berms, trees, sea grass, and irrigation), all in accordance with the drawings and specifications. The project is located on Front Street from Play Street to N Street and on K Street from Front Street to 2nd Street. (See "City of Crescent City FRONT STREET IMPROVEMENTS Play to L Streets Construction Documents" dated March 10, 2023, and "City of Crescent City CULTURAL GATEWAY AND BEAUTIFICATION PROJECT" dated May 28, 2024 as amended.) available at City Hall: 377 J Street, City of Crescent City for additional information.

RECEIVED

Page 1 of 2

FEB 04 2025

Filed in County Clerk's Off
County of Del Norte

Alissia Northrup
Clerk & Recorder

08-2025-004

02/04/2025

Pages: 1



State of California - Department of Fish and Wildlife
**2025 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

RECEIPT NUMBER:
08-2025-004
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF CRESCENT CITY	LEAD AGENCY EMAIL	DATE 02/04/2025
COUNTY/STATE AGENCY OF FILING DEL NORTE	DOCUMENT NUMBER 20250042	
PROJECT TITLE FRONT STREET REDESIGN: PLAY TO N STREET		

PROJECT APPLICANT NAME CITY OF CRESENT CITY	PROJECT APPLICANT EMAIL	PHONE NUMBER (707)464-7483
PROJECT APPLICANT ADDRESS 377 J STREET	CITY CRESCENT CITY	STATE CA
		ZIP CODE 95531

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,123.50	\$	
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,968.75	\$	
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,401.75	\$	

☒ Exempt from fee
 ☒ Notice of Exemption (attach)
 ☐ CDFW No Effect Determination (attach)
☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	
<input type="checkbox"/> County documentary handling fee		\$	
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☐ Check ☒ Other

TOTAL RECEIVED \$ \$0.00

SIGNATURE X <i>Claire Landay</i>	AGENCY OF FILING PRINTED NAME AND TITLE Claire Landay, Deputy County Clerk-Recorder
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