



Blue Lake City Council Agenda

Tuesday, August 11, 2015

Regular Council Meeting @ 7:00 p.m. to 9:30 p.m.

Community Center – 111 Greenwood
(Skinner Store Building behind City Hall)

All City Council Meetings end at 9:30 p.m. unless extended by majority vote of City Council.

1. Flag Salute/Establish a Quorum of the Council
2. Motion to Approve Agenda
3. Public Input – *The Public is invited to present petitions, make announcements, or provide other information to the City Council that is relevant to the scope of authority of the City of Blue Lake that is not on the Agenda. The Council may provide up to 15 minutes for this public input session. To assure that each individual presentation is heard, the Council may uniformly impose time limitations of 3 minutes to each individual presentation. The public will be given the opportunity to address items that are on the agenda at the time the Council takes up each specific agenda item.*
4. Blue Lake Community Church: Request for Directional Signs (Discussion)
5. Resolution No.1059: A Resolution of the City Council of the City of Blue Lake Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities, Redwood Empire Division Business Meetings and Represent the City and Vote at Division Legislative Committee Meetings (Action)
6. Resolution No. 1060: A Resolution of the City Council of the City of Blue Lake Repealing Resolution No. 1040 Pertaining to the Position of City Clerk Having Been Consolidated with the Position of City Manager (Action)
7. Second Reading and Adoption of Ordinance No. 513: An Ordinance of the City Council of the City of Blue Lake Amending of the Sewer Code of the City of Blue Lake, Article VII (Industrial Wastewaters), Section 807 (Availability of City's Facilities) (Action)
8. Prioritizing of Projects for City Manager (Action)
9. City Manager Recruitment Issues (Discuss/Action)
10. SCADA System for Water Facilities (Discussion/Action)
 - a. Monitoring Agreement with Humboldt Bay Municipal Water District (HBMWD)
 - b. Proposal from DAQOTA Systems, Inc
11. Consent Agenda (Approve)
 - a. Minutes from July 28, 2015
 - b. Approve Classification of Assistant City Manager/Business Officer Supervisor and Pay Plan Amendment
 - c. Department of Transportation Agreement – Railroad and E project
 - d. Memorandum of Understanding Redwood Coast Energy Authority
 - e. Memorandum of Understanding CDBG
 - f. Warrants/Disbursements July 2015
 - g. Amendment to Employment Agreement: City Manager
 - h. Contract with New Life Service Company: Securing 650 Chartin Wy
 - i. Appointment of City Clerk
12. Reports of Council and Staff
 - a. Reports from Parks and Recreation Director Concerning Gymkhana and Outside Funding

13. Future Agenda Items

14. Correspondence

15. Motion to Adjourn

A request for disability-related modification or accommodation, including auxiliary aid or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting, by contacting City Manager John Berchtold, 668-5655, at least 24 hours prior to the commencement of the meeting.



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Blue Lake Community Church: Request for Directional Signs

On June 9, 2015, City Council heard a request from Blue Lake Community Church for a directional sign. City staff was directed to conduct further research.

Staff consulted with the City Planner. City Council, upon the recommendation of the Planning Commission, could adopt a revision to the Zoning Ordinance allowing directional signs to be placed in the City right of way. I have attached a list of potential applicants for said signs. I recommend City Council discuss this matter as the implications of approval go beyond this church request. I do know that visitors (not using a map quest) often have trouble locating the core downtown and the industrial park.

Another alternative is a temporary permit for an event sign. It would be short in duration (sandwich board type). That too would require an ordinance amendment. The down side is the monitoring and enforcement.

A caution: It is never appropriate to place a "for profit" sign in the right of way.

I hope that this information helps.

Blue Lake
Community Church

440 Wahl Street
P.O. Box 845
Blue Lake, CA 95525

Phone: 707-668-4212
Website: www.bluelakechurch.org

May 18, 2015

To the Blue Lake City Council,

The Blue Lake Community Church would like to have an informational sign placed on Greenwood Street near B Street. We are asking that the Council consider amending the zoning laws to permit this to happen. The Blue Lake Community Church would be responsible for all expenses.

The sign would be a blue informational sign much like the signs in Eureka, Arcata and McKinleyville. The sign would be approximately 8" x 12" and would say Blue Lake Community Church with an arrow directing.

We appreciate your consideration.

Sincerely,



Kerry Houston
Pastor

Blue Lake Fire Department
Blue Lake Elementary
Post Office
City Hall
Dell'Arte
Blue Lake Museum
St. Mary's Catholic Church
Industrial Park
Mad River Grange
Perigot Park
Levee/Mad River
Blue Lake Rancheria
Blue Lake Cemetery
Downtown
Presbyterian Church
Horse Arena/Tennis Courts
Skinner Store
Blue Lake Community Church
Tot Lot
Fish Hatchery



CITY OF BLUE LAKE

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5

To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Resolution No. 1059: A Resolution of the City Council of the City of Blue Lake Appointing Representatives to Represent and Vote on Behalf of the City at the League of California Cities, Redwood Empire Division Business Meetings and Represent the City and Vote at Division Legislative Committee Meetings

Resolution No. 1059 would formally appoint Mayor McCall-Wallace and Councilmember Sawatzky as primary and alternate representatives to transact business at regional meetings of the League of Cities.

I recommend adoption of Resolution No. 1059 by title only.

RESOLUTION NO. 1059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE APPOINTING REPRESENTATIVES TO REPRESENT AND VOTE ON BEHALF OF THE CITY AT THE LEAGUE OF CALIFORNIA CITIES, REDWOOD EMPIRE DIVISION BUSINESS MEETINGS AND REPRESENT THE CITY AND VOTE AT DIVISION LEGISLATIVE COMMITTEE MEETINGS

WHEREAS, The City is a member of the League of California Cities, an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and,

WHEREAS, mayors, councilmembers and other officials set League policies and priorities from member cities who serve on the League Board of Directors, League policy committees, regional division boards, departments, caucuses, and task forces where League policies and priorities are formulated and set; and,

WHEREAS, the City is an active member of the Redwood Empire Division, League of California Cities; and,

WHEREAS, the Redwood Empire Division By-laws, Article III, Section 3, states representatives of each Member City shall cast one vote by City; and,

WHEREAS, the Redwood Empire Division By-laws, Article VIII, creates a Redwood Empire Division Legislative Committee to review and respond to bills that impact Redwood Empire Cities; and,

WHEREAS, the City must appoint one elected official to attend and represent the City at Division Business meetings who can vote on behalf of the City; and,

WHEREAS, the City must appoint one elected official to attend and represent the City at Legislative Committee meetings who can vote on behalf of the City; and,

WHEREAS, an alternate elected official should be appointed to represent the City in the event the regular member is not available to attend; and,

WHEREAS, appointments should be reviewed and updated annually.

NOW, THEREFORE, BE IT RESOLVED that the 2015 appointment for the Redwood Empire Division are as follows:

- Division Business Meeting Primary: Michele McCall-Wallace
- Division Business Meeting Alternate: John Sawatzky
- Legislative Committee Primary: Michele McCall-Wallace
- Legislative Committee Alternate: John Sawatzky

It is hereby certified that the foregoing Resolution No. 1059 was duly introduced and adopted by the City Council of the City of Blue Lake at its regular meeting held on the 11th day of August, 2015 by the following roll call vote:

Ayes:

Nays:

Absent:

Abstain:

Mayor, City of Blue Lake

City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing is true and correct copy of Resolution No. 1059, passed and adopted at a regular meeting of the City Council of the City of Blue Lake held on the 11th day of August, 2015, by the following roll call vote:

Ayes:

Nays:

Absent:

Abstain

Attest:

City Clerk, City of Blue Lake



RESOLUTION NO. 1060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE REPEALING RESOLUTION NO. 1040 PERTAINING TO THE POSITION OF CITY CLERK HAVING BEEN CONSOLIDATED WITH THE POSITION OF CITY MANAGER

WHEREAS, the City Council consolidated the position of the City Clerk with the position of City Manager by adopting Resolution 1040 on September 23, 2014; and,

WHEREAS, there now exists qualified staff to fulfill the duties of City Clerk; and,

WHEREAS, the City Manager recommends that City Clerk Responsibilities be removed from the position of City Manager.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby repeals Resolution No. 1040; and,

BE IT FURTHER RESOLVED that City Council appoints a City Clerk.

INTRODUCED, PASSED, AND ADOPTED this 11th day of August, 2015 by the following roll call vote:

Ayes:

Nays:

Absent:

Abstain:

Mayor, City of Blue Lake

City Clerk

CLERK'S CERTIFICATES

I hereby certify that the foregoing is true and correct copy of Resolution No. 1060, passed and adopted at a regular meeting of the City Council of the city of Blue Lake held on the 11th day of August, 2015, by the following roll call vote:

Ayes:

Nays:

Absent:

Abstain:

Attest:

City Clerk, City of Blue Lake



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Second Reading and Adoption of Ordinance No. 513: An Ordinance of the City Council of the City of Blue Lake Amending of the Sewer Code of the City of Blue Lake, Article VII (Industrial Wastewaters), Section 807 (Availability of City's Facilities)

This is the second reading and final adoption to section 807, Article VII of the City's Sanitary Code. A short reminder: this will allow industrial discharges to reserve sewer capacity upon payment of fees.

I recommend your adoption of Ordinance #513 by title only.

Please contact me with any questions.

ORDINANCE NO. 513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE
AMENDING OF THE SEWER CODE OF THE CITY OF BLUE LAKE,
ARTICLE VIII (INDUSTRIAL WASTEWATERS), SECTION 807
(AVAILABILITY OF CITY'S FACILITIES)

The City Council of the City of Blue Lake, Humboldt County, California, does hereby ordain as follows:

Section 1. Findings. The City Council for the City of Blue Lake hereby makes the following findings:

1. The City's wastewater treatment facility is presently operating near the capacity limits of its permit with limited expansion potential for industries that may seek additional capacity.
2. It is the intent of this Ordinance to provide a method for interested dischargers to reserve capacity in the City's wastewater treatment facility as such additional capacity is added by the City, upon payment of the City costs incurred in adding the additional capacity.

Section 2. Additional sewerage capacity. Section 807 of Article VIII (Availability of City's Facilities) is hereby amended by the addition of language as shown in bold text below:

807. AVAILABILITY OF CITY'S FACILITIES. If sewerage capacity is not available, the City may require the industrial wastewater discharger to restrict his/her discharge until sufficient capacity can be made available. When requested, the City will advise persons desiring to locate new facilities as to the areas where industrial wastewater of their proposed quantity and quality can be received by available sewerage facilities. The City may refuse service to persons locating facilities in areas where their proposed quantity or quality of industrial wastewater is unacceptable in the available treatment facility. **An industrial wastewater discharger may reserve sewerage capacity as it becomes available after payment to the City of the City's reasonable cost to create the additional capacity.**

Section 3. Said revised Section 807 is hereby integrated into Article VIII of the Sewer Code of the City of Blue Lake. All other provisions of Ordinance 397 as amended shall remain unaffected.

Section 4. To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior city ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or

conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

Section 5. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

Section 6. The Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 7. This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption.

APPROVED:

Mayor – City of Blue Lake

ATTEST:

City Clerk – City of Blue Lake

CLERK'S CERTIFICATE

THIS IS TO CERTIFY that Ordinance No. 513 of the City Council of the City of Blue Lake was introduced and read at the regular meeting of the City Council of the City of Blue Lake, California, held on _____, 2015. This Ordinance, again read at the regular meeting of the Blue Lake City Council, held on _____, 2015 and at the time, passed by roll call vote, the vote on the adoption of the Ordinance being as follows:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

City Clerk, City of Blue Lake

CITY MANAGER REMOTE PROJECTS: The following are proposed projects to have John focus on while working remotely. To assist in prioritizing the projects, please score each item with points before the City Council meeting. The 5 individual City Council Member scores for each item will be added together and will result in priority ranking of a number between 5 and 50. This will assist us in determining a final approved project priorities list.

10 points = Top Priority, 5 Points = Mid-Priority, 1 Point = Low Priority

- ___ Complete Emergency Plan update
- ___ Obtain/complete PARSAC safety grants
- ___ Assist with Closeout of Rousseau subdivision
- ___ Assist with closeout of Potter's tri-plex
- ___ Assist with CDBG project – Prash Improvements
- ___ Conduct review of Personnel Policies updated (PARSAC funded)
- ___ Negotiating details – Little league
- ___ Assist with HCAOG grant for Railroad Ave. resurfacing
- ___ Codification of municipal ordinances
- ___ SCADA project (proposal and implementation)
- ___ Assist with audit for year ending 6/30/15
- ___ Assist planner with grants for Power's Creek project (Monda Way)
- ___ Deal with sewer capacity for Brewery (coming forward soon)
- ___ Install bus shelter and seek grant reimbursements
- ___ Assist with code enforcement on Thompson property
- ___ Monitor major account receivables
- ___ Interface with internal accountant close out of 14-15 year and 15-16 financial reports
- ___ Assist with any levee grant work
- ___ Negotiate Sheriff Agreement (Expires 6/30/16)
- ___ Track major account receivables
- ___ Monitor Blue Lake Power plant property issues
- ___ Assist with any recruitment issues at City Council's request





CITY OF BLUE LAKE

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To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: City Manager Recruitment

Agenda #9 pertains to City Manager recruitment update and to develop and approve a list of key individuals and organizations who shall receive the recruitment brochure.



CITY OF BLUE LAKE

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10a

To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Monitoring Agreement with Humboldt Bay Municipal Water District (HBMWD)

Enclosed find proposed agreement from Humboldt Bay Water District for monitoring of the City's SCADA system. To refresh your memory, SCADA provides for water pump control (to turn pumps on and off from the booster station to the City's two water tanks.

Staff and the District have negotiated the agreement before you. The District will monitor our system twenty four (24) hours per day. In the event District staff finds an abnormality, City staff will be alerted immediately. The existing system will be replaced with a current state of the industry system that is fully compatible with the District's.

I estimate the monitoring cost to be \$20,075 to \$30,112 annually. The District has expertise in this area and is the most cost effective solution.

District staff will be present at the Council meeting to answer any questions that you may have.

BACKGROUND ON SCADA

SCADA (supervisory control and data acquisition) is a system operating with coded signals over communication channels so as to provide control of remote equipment (using typically one communication channel per remote station). The control system may be combined with a data acquisition system by adding the use of coded signals over communication channels to acquire information about the status of the remote equipment for display or for recording functions.^[1] It is a type of industrial control system (ICS). Industrial control systems are computer-based systems that monitor and control industrial processes that exist in the physical world. SCADA systems historically distinguish themselves from other ICS systems by being large-scale processes that can include multiple sites, and large distances.^[2] These processes include industrial, infrastructure, and facility-based processes, as described below:

- Industrial processes include those of manufacturing, production, power generation, fabrication, and refining, and may run in continuous, batch, repetitive, or discrete modes.
- Infrastructure processes may be public or private, and include water treatment and distribution, wastewater collection and treatment, oil and gas pipelines, electrical power transmission and distribution, wind farms, civil defense siren systems, and large communication systems.
- Facility processes occur both in public facilities and private ones, including buildings, airports, ships, and space stations. They monitor and control heating, ventilation, and air conditioning systems (HVAC), access, and energy consumption.

Operational Monitoring Service Agreement For the City of Blue Lake's Water System

THIS AGREEMENT, is made and entered into this ____ day of _____, 2015, by and between HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a district duly organized and existing under the laws of the State of California (hereinafter called "DISTRICT"), and CITY OF BLUE LAKE, a City duly organized and existing under the laws of the State of California (hereinafter called "CITY").

RECITALS

WHEREAS, the CITY owns and is responsible for operating a public water system in accordance with federal and state safe drinking water laws and regulations; and,

WHEREAS, the CITY's water system is comprised of one booster pump station, two water storage reservoirs, and distribution pipelines throughout CITY's service jurisdiction; and

WHEREAS, the CITY has a Supervisory Control and Data Acquisition System (hereinafter called "SCADA") which monitors and operates the booster pump station and water storage reservoirs; and,

WHEREAS, the CITY's SCADA system is old and antiquated, and no longer supported by SCADA vendors; and,

WHEREAS, the CITY has limited staff to monitor the water system and fix the antiquated SCADA system; and,

WHEREAS, the DISTRICT has a modern SCADA system which is used to monitor and operate the DISTRICT'S regional water system, and pursuant to a service contract, monitor the Fieldbrook-Glendale Community Services District water system; and

WHEREAS, the DISTRICT employs certified treatment operators who monitor and operate the DISTRICT's regional water system 24 hours per day and 365 days per year; and,

WHEREAS, the CITY would like DISTRICT to monitor the CITY's water system; and,

WHEREAS, the DISTRICT is willing to provide such monitoring service if CITY installs a SCADA system compatible with DISTRICT's SCADA system.

NOW, THEREFORE, based on the mutual covenants and conditions recited herein and made a part hereof, the parties agree as follows:

1. DISTRICT SERVICES

1.1. DISTRICT agrees to provide the following services to the City for the CITY's water system:

1.1.1. Monitor the operation of CITY's booster pump station and two water storage reservoirs using DISTRICT SCADA system.

1.1.2. Remotely operate CITY's booster pump station, pursuant to the specifications of section 3.5 of this agreement.

1.1.3. Notify the representative designated by the CITY of any operational issue or abnormality reported by the SCADA system.

1.1.4. Provide as-needed supervisory involvement from DISTRICT's Operations Supervisor, Maintenance Supervisor or Superintendent for work related to performance of this AGREEMENT.

1.2. DISTRICT agrees to provide the CITY troubleshooting or technical support on CITY's SCADA system, including the radio communication link with DISTRICT's SCADA system, on an as-needed basis if DISTRICT, in its sole discretion, has the staff and capacity to perform such work.

1.3. DISTRICT reserves the right, in its sole discretion, to modify or upgrade its SCADA system in the future. Should DISTRICT elect to modify or upgrade the DISTRICT's system, it will give CITY reasonable notice of the intent to upgrade or modify and will consult with CITY so that CITY has the opportunity to insure that its SCADA system remains compatible with the DISTRICT's SCADA system, including any upgrades or modifications to the CITY SCADA system as may be necessary pursuant to section 3.2. Nothing in this provision shall be construed to require DISTRICT to modify or upgrade its system.

1.3 In addition to the SCADA-related services above, CITY may request other services from DISTRICT or the other Municipal agencies served by the DISTRICT pursuant to the "MUTUAL AID AND ASSISTANCE AGREEMENT between Humboldt Bay Municipal Water District and its Member Municipal Agencies for Support and Assistance during Non-Emergency Events" (attached hereto as Exhibit 1, herein "MUTUAL AID AND ASSISTANCE AGREEMENT").

2. LIMITATIONS REGARDING DISTRICT RESPONSIBILITY

2.1. DISTRICT is not liable or responsible for any costs, expenses or damages resulting from defects or deficiencies of the SCADA system as provided to the DISTRICT from its vendors or service providers. However, in the event of a CITY loss resulting from a DISTRICT vendor or service provider defect or deficiency, DISTRICT agrees to assert, as legally permissible, any and all rights it may have against said vendor or service provider, and to otherwise reasonably assist the CITY in its recovery of damages from said vendor or service provider.

- 2.2. Except for the services to be expressly provided pursuant to this Agreement and as may be provided by DISTRICT to CITY under the MUTUAL AID AND ASSISTANCE AGREEMENT, DISTRICT is not responsible for any other aspect of the CITY's water system and shall not be liable or responsible for any damages or expenses as may be incurred by CITY in the operation of its water system.
- 2.3. Delays in, or failure of, performance by DISTRICT under this AGREEMENT shall not constitute a default or give rise to any claim for damages if caused by circumstances beyond the reasonable control of DISTRICT, including but not limited to acts of legislation or government, decrees of the courts, acts of God, inability or failure of CITY'S facilities to deliver a particular quantity or quality of water, strikes, fires, floods, droughts, explosions, war, acts of the military, sabotage or any similar event or occurrence.

3. CITY RESPONSIBILITIES

- 3.1. CITY shall be responsible for complying with all federal and state safe drinking water laws and regulations, and shall acquire governmental approvals or permits as necessary to operate the public water system.
- 3.2. CITY shall design, install, and maintain (including reasonably necessary future upgrades), at its sole cost, a SCADA system that is compatible and fully integrates with DISTRICT's SCADA system. Key components of DISTRICT's SCADA system are Rockwell Software and Allen Bradley Ethernet-enabled Programmable Logic Controllers (herein, "PLCs"). Initial components of CITY's SCADA system shall include:
 - 3.2.1. Communication system to transmit CITY's booster station and water storage reservoir PLC data to DISTRICT at the John Winzler Essex Control Center;
 - 3.2.2. New Operator display screens to transmit information about CITY's water system, including but not limited to: i) reservoir levels, ii) pump station suction and discharge pressure, iii) operational status of pump station (e.g. ready/run status), iv) operational status of pump station valves, vi) reservoir and pump station operational set points, and vii) trends displaying operational data.
 - 3.2.3. Reservoir and pump station alarm set points based on operational parameters provided by CITY.
 - 3.2.4. Such other components as reasonably necessary to integrate with the DISTRICT's SCADA system.
- 3.3. During design phase, CITY shall consult with DISTRICT, including but not limited to a review, comment and suggestions on the 50% and 90% completion design plans. DISTRICT shall provide comments and suggestions as it deems necessary for successful integration with DISTRICT's SCADA system. CITY shall incorporate suggestions provided by DISTRICT as reasonably necessary to integrate the DISTRICT and CITY

SCADA systems. CITY share bear ultimate responsibility to ensure that the CITY's SCADA components and systems integrate with the DISTRICT's SCADA system and components.

3.4. During construction phase, CITY shall consult with DISTRICT regarding components of SCADA system to be installed at DISTRICT facilities. DISTRICT, at its sole discretion, may elect to install communication or equipment or new PLCs at DISTRICT facilities necessary to integrate the CITY's SCADA system with the DISTRICT facilities. If DISTRICT elects not to install such equipment, DISTRICT shall be afforded the opportunity to supervise the installation, including reasonable advance notice as to when such installation of the CITY's SCADA system components will be conducted.

3.5. CITY shall provide DISTRICT the following information, including any changes, in writing, during the term of this Agreement:

3.5.1. Operational set-points for water storage reservoirs and booster pump station;

3.5.2. Set-points for alarms;

3.5.3. Changes to the CITY's booster pump station or two water storage reservoirs which affect the SCADA system or DISTRICT responsibilities pursuant to this Agreement;

3.5.4. Such other information concerning the CITY water system as may be reasonably necessary to operate the SCADA system;

3.5.5. Names and contact information of CITY employees, or other representative designated by the CITY, who will be responsible to respond to any operational issues. The initial CITY persons to be contacted are set forth in Exhibit 2 to this Agreement. CITY shall be responsible to ensure that DISTRICT has current contact information for the CITY's personnel and shall promptly provide updated information as needed. If DISTRICT takes prompt and reasonable measures to contact all designated CITY representatives and is unable to make contact with any designated CITY representative, DISTRICT shall not be liable or responsible for any costs, expenses or damages incurred by CITY as a result of DISTRICT's inability to promptly and reasonably contact CITY personnel when necessary.

3.6. CITY shall be responsible for responding to, investigating, and addressing all operational issues after DISTRICT notifies CITY of any abnormal operation or SCADA-generated alarm.

4. COSTS AND BILLINGS

4.1. CITY shall reimburse DISTRICT for costs incurred in providing services pursuant to this AGREEMENT.

4.2. Costs shall be segmented into two categories as follows: Direct Costs and SCADA Monitoring and Communication Costs.

- 4.3. Direct Costs: To the greatest extent possible, the DISTRICT shall account for and bill CITY for services rendered on an actual cost basis, without markup or surcharge, including, but not limited to the following:
- 4.3.1 DISTRICT labor costs associated with services performed by DISTRICT staff shall be determined by multiplying the time each employee worked for CITY by the total hourly rate for that employee currently in effect. The total hourly rate for each employee includes the employee's direct salary plus the benefit costs translated to an hourly rate.
 - 4.3.2 The costs for any materials or supplies used by the DISTRICT on components of CITY's SCADA system which are installed on or in DISTRICT facilities shall be charged based on actual costs incurred by the DISTRICT.
- 4.4. SCADA Monitoring and Communication Costs: Given the nature of the service provided pursuant to this Agreement and nature of SCADA screens which allow operational personnel to monitor system operations, it is difficult to determine the amount of time an operator will spend monitoring the CITY's SCADA data. The on-shift operator will concurrently be monitoring SCADA screens showing the DISTRICT's system and the Fieldbrook-Glendale CSD system.

DISTRICT will define an average cost based on the typical time the on-shift operator spends viewing or responding to the CITY's SCADA information. During the first three months that the DISTRICT monitors CITY water system, DISTRICT shall have operational staff track time viewing the CITY data. Based on the time tracking results, DISTRICT shall propose to CITY a monthly cost for operational monitoring and the parties shall attempt to negotiate an addendum to this Agreement concerning such costs. If the parties are unable to reach an Agreement on the District's average cost, this agreement shall be terminated.

The agreed-to monthly cost shall be increased each year, effective July 1, by the Consumer Price Index approved by the DISTRICT's Board of Directors during the annual budget process.

- 4.5. The DISTRICT shall bill CITY for recovery of costs, as specified herein, on a quarterly basis. CITY shall pay DISTRICT the total amount due within 30 days of issuance of the billing statement.

5. Indemnity

- 5.1. To the fullest extent permitted by law, CITY shall indemnify and hold harmless and defend the DISTRICT, its directors, officers, employees, or contractors/consultants, and each of them, from and against the following:
- 5.1.1. With respect to any and all suits, claims, demands, causes of action, damages, costs, expenses, losses or liability arising out of or relating to CITY's infrastructure, or ownership or management thereof, including but not limited to failure of CITY's infrastructure, including pumping stations, water storage reservoirs, pipeline systems and appurtenances, communication and control systems, or any other component related thereto, to: 1) perform as designed or intended to operate, however caused, or 2) maintain functionality due to leaks,

breaks or other physical damage, however caused, CITY will indemnify and hold the DISTRICT harmless.

- 5.1.2. Except as specifically set forth in subparagraph 5.1.3., below, with respect to any and all other suits, claims, demands, causes of action, damages, costs, expenses, losses or liability, CITY will indemnify and hold DISTRICT harmless except where the suits, claims, demands, causes of action, damages, costs, expenses, losses or liability result from the DISTRICT's sole negligence or willful misconduct.
 - 5.1.3. With respect to any and all suits, claims, demands, causes of action, damages, costs, expenses, losses or liability, resulting from DISTRICT's breach of contractual duties pursuant to Section 1 of this Agreement, the parties shall negotiate an equitable division of damages, costs and expenses according to apportionment of liability, and if negotiation is unsuccessful, the parties shall proceed to arbitration under terms and conditions to be determined by the parties in as reasonable and as inexpensive a manner as possible.
- 5.2. To the fullest extent permitted by law, DISTRICT shall indemnify and hold harmless and defend the CITY, its directors, officers, employees, or contractors/consultants, and each of them, from and against the following:
- 5.2.1. Except as specifically set forth in section 2.1 above and subparagraph 5.2 2., below, with respect to any and all other suits, claims, demands, causes of action, damages, costs, expenses, losses or liability, DISTRICT will indemnify and hold CITY harmless except where the suits, claims, demands, causes of action, damages, costs, expenses, losses or liability result from the CITY's sole negligence or willful misconduct.
 - 5.2.2. With respect to any and all suits, claims, demands, causes of action, damages, costs, expenses, losses or liability, resulting from CITY's breach of contractual duties pursuant to Section 3 of this Agreement, the parties shall negotiate an equitable division of damages, costs and expenses according to apportionment of liability, and if negotiation is unsuccessful, the parties shall proceed to arbitration under terms and conditions to be determined by the parties in as reasonable and as inexpensive a manner as possible.
- 5.3. Upon receipt of notice concerning a suit, claim or other damages, received by either party, the parties shall meet and confer in order to investigate the suit, claim or other damages, and to determine the best course of action regarding a defense or other response. DISTRICT and CITY each reserve the right, in the respective sole discretion of each, to direct the defense or other response if the suit, claim or damage results from the DISTRICT's OR CITY's breach of contractual duties pursuant to Sections 1 and 3, respectively, of this Agreement.
- 5.4. Each party's obligation to indemnify shall be deemed to apply in full force and effect to operations pursuant to this AGREEMENT between the parties hereto, and any amended agreement.

5.5. Neither parties' obligation to indemnify shall be restricted to insurance proceeds, if any, received by the indemnifying party, or its directors, officers, employees, or contractors/consultants.

6. INSURANCE

6.1. CITY shall file with the DISTRICT, certificates of insurance and policy endorsements satisfactory to the DISTRICT evidencing:

6.1.1. general liability coverage, of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; and

a. 6.1.2. auto liability of not less than \$1,000,000 for bodily injury and property damage each accident limit.

6.2. DISTRICT shall file with the CITY, certificates of insurance and policy endorsements satisfactory to the CITY evidencing:

6.2.1. general liability coverage, of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; and

6.2.2. auto liability of not less than \$1,000,000 for bodily injury and property damage each accident limit.

6.3. Coverage shall include contractual liability covering each indemnifying parties' indemnification obligations, as set forth in Section 5 of this AGREEMENT. The coverage shall contain no special limitations on the scope of protection afforded to the indemnified party, its directors, officers, employees, contractors/consultants, or authorized volunteers. The general liability coverage shall give each insured party, its directors, officers, employees, contractors/consultants, and authorized volunteers insured status using ISO endorsement CG2026 or equivalent. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the insured party, its directors, officers, employees, contractors/consultants, or authorized volunteers, shall not contribute to it. The insuring party may provide such coverage through a joint powers authority of public entities providing insurance coverage to its members, conditioned upon approval of such coverage by the insured party. If coverage is provided through commercial insurance, coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the insured party. The insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or insuring party, except after thirty (30) days' (10 days for non-payment of premium) prior written notice to the insured party.

6.4. The insuring party shall file annually with the insured party a certificate of insurance signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence shall include an additional insured endorsement signed by the insurer's representative.

7. TERM

- 7.1. The term of this AGREEMENT shall commence on the date of execution by both parties.
- 7.2. This AGREEMENT shall continue in effect until terminated either by agreement of both parties, or by either party giving at least ninety (90) days written notification of such termination.

8. GENERAL PROVISIONS

- 8.1. Assignment: This AGREEMENT shall not be assigned by either party without the prior written consent of the other party.
- 8.2. Entire Agreement: This AGREEMENT constitutes the entire agreement between DISTRICT and CITY. Any prior agreement, promises, negotiations, or representations not expressly set forth in this AGREEMENT are of no force and effect. Any amendment to this AGREEMENT shall be of no force and effect unless it is in writing and signed by authorized representatives of the DISTRICT and CITY.
- 8.3. Binding Agreement: This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.
- 8.4. Severability: DISTRICT and CITY agree that should a court of competent jurisdiction determine and declare that any portion of this AGREEMENT is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.
- 8.5. Choice of Law: This AGREEMENT shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California. Any legal proceeding arising out of this AGREEMENT must be maintained in Humboldt County, California.
- 8.6. Waiver: No waiver of any provision of this AGREEMENT shall be effective unless in writing and signed by both parties.
- 8.7. Notice: Any written notice which either party may give or is required to give pursuant to this AGREEMENT shall be deemed properly given and received upon either: (1) three days after their deposit in the United States mail postage prepaid, or (2) on the day of its personal delivery. Notices shall be mailed, or in DISTRICT's case may be delivered, to the following addresses:

Attention: City Manager
P.O. Box 458
Blue Lake, CA 95525

Attention: General Manager
Humboldt Bay Municipal Water District
P.O. Box 95
828 7th Street
Eureka, CA 95501

9. SIGNATURES

DATE: _____

Humboldt Bay Municipal Water District
By: Barbara Hecathorn
Title: President

DATE: _____

City of Blue Lake

By: _____

Title: _____

ATTEST:

DATE: _____

City of Blue Lake, City Clerk

By: _____

APPROVED AS TO FORM:

DATE: _____

City of Blue Lake, City Attorney

By: _____

(To be attached prior to execution)

“MUTUAL AID AND ASSISTANCE AGREEMENT between Humboldt Bay
Municipal Water District and its Member Municipal Agencies for Support and
Assistance during Non-Emergency Events”

MUTUAL AID AND ASSISTANCE AGREEMENT
Between the Humboldt Bay Municipal Water District and its Member Municipal Agencies
For Support and Assistance during Non-Emergency Events

This Mutual Aid and Assistance Agreement ("Agreement") is made and entered effective as of July 1, 2012 (the "Effective Date"), by the Humboldt Bay Municipal Water District ("HBMWD") and the other parties signatory to this Agreement from time to time (HBMWD and the other parties signatory to this Agreement from time to time being hereinafter referred to, individually, as a "Party" and, collectively, as the "Parties"). With respect to each Party other than HBMWD, the date set forth next to such Party's signature shall constitute the effective date for such signatory to this Agreement (each such, a "Party Effective Date").

RECITALS

WHEREAS, HBMWD provides treated drinking water on a wholesale basis to certain municipal customers, with HBMWD and such municipal customers serving a population of approximately 87,600, constituting approximately 65% of Humboldt County's population;

WHEREAS, as of the Effective Date, such municipal customers consist of the Cities of Arcata, Blue Lake and Eureka, and the Community Service Districts of Fieldbrook-Glendale, Humboldt, Manila and McKinleyville;

WHEREAS, terms and conditions for interagency mutual aid and support during times of emergency are provided for in a variety of mutual aid agreements which have been developed and executed by various parties over the years;

WHEREAS, the mutual aid agreement for assistance during emergencies that is most applicable and widely used for water and wastewater agencies in California is the WARN 2007 Omnibus Mutual Assistance Agreement approved and adopted by the California Water/Wastewater Agency Response Network on September 30, 2007;

WHEREAS, the Parties agree to use the WARN 2007 Omnibus Mutual Assistance Agreement for any mutual aid and assistance requested and provided during emergency events; and

WHEREAS, the Parties desire to establish terms and conditions under which a Party may provide interagency mutual aid and support under non-emergency circumstances, including reimbursement for equipment, supplies and personnel made available to another Party, with the intent of facilitating the advancement of the Parties' collective service mission to the community.

AGREEMENT

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Agreement to Provide Assistance.** Subject to the discretion of each Party to decline to do so, the Parties agree to provide mutual aid and assistance to each other in times of need not constituting an emergency. In general, assistance will be in the form of resources, such as equipment, supplies and personnel. The execution of this Agreement shall not create any duty to respond on the part of any Party and assistance shall be given only when a Party determines that its own needs can be met while rendering assistance. The execution of this Agreement by any Party shall not create a duty to provide assistance to any

other Party to this Agreement and no Party shall be liable for any damages incurred by any other Party as a result of such Party's unwillingness or inability to provide the requested assistance.

2. Procedures.

(a) Request for Assistance. An authorized representative of any Party may request aid and assistance (in such capacity, a "Requesting Party") from an authorized representative of any other Party (in such capacity, a "Responding Party). Requests for assistance may be made orally or in writing. The authorized representative of the Responding Party shall evaluate the request and, as soon as reasonably practicable, notify the Requesting Party whether the Responding Party is able and/or willing to provide the requested assistance. In the event a Responding Party agrees to provide the requested assistance, the Requesting Party and the Responding Party shall complete a memorandum of assistance in the form attached hereto as Exhibit A (each, a "Memorandum") to document the specific terms and conditions of the applicable provision of aid or assistance. At the discretion of the Responding Party, the requirement to complete this Memorandum may be waived, and the reimbursement provisions shall be agreed to orally. For purposes of this Agreement, an "authorized representative" of a Party shall mean an employee or officer of a Party who is authorized, on behalf of such Party, to request or offer assistance or to withdraw or refuse to offer assistance.

(b) Direction and Control of Responding Party Employees. Employees of a Responding Party provided under this Agreement will be under the direction and control of the Requesting Party. The Requesting Party's designated supervisor(s) must keep accurate records of time expended and work performed by such employees during the period of assistance.

(c) Withdrawal of Assistance. The Responding Party's authorized representative shall have the right, in such authorized representative's sole discretion, to withdraw some or all of its resources at any time for any reason.

(d) Insurance. Each Party to this Agreement shall maintain insurance or a self-insurance program that covers activities that it may undertake pursuant to this Agreement. Upon request of the Responding Party, the Requesting Party shall provide to the Responding Party such proof of insurance as is reasonably acceptable to the Responding Party.

3. Cost Reimbursement.

(a) Labor. The Requesting Party shall reimburse the Responding Party for all direct and indirect labor costs of any employees provided by the Responding Party, such labor costs to include, but not be limited to, any such employee's applicable salary or hourly wage plus all indirect benefit compensation factors. Each Party shall be responsible for providing and administering worker's compensation benefits for its employees.

(b) Equipment. Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at the rate set forth on the applicable Memorandum. Unless otherwise expressly provided on the applicable Memorandum, the equipment rate shall not include fuel, lubrication, transportation or loading/unloading of provided equipment, each of which shall either be provided by the Requesting Party or reimbursed by the Requesting Party to the Responding Party at the Responding Party's actual cost as specifically detailed in the Responding Party's invoice to the Requesting Party. At the option of the Responding Party, equipment may be provided with an operator.

(c) Return of Equipment. All equipment shall be returned to the Responding Party as soon as practicable and reasonable under the circumstances or within twenty-four (24) hours after receipt by the Requesting Party of the Responding Party's oral or written request for return of equipment.

(d) Damage to Equipment. In the event equipment is damaged while being dispatched to the Requesting Party, or while in the custody and use of the Requesting Party, the Requesting Party shall reimburse the Responding Party for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, the Requesting Party shall reimburse the Responding Party for the cost of replacing such equipment that is of at least equal capability as determined by the Responding Party. If the Responding Party must lease a piece of equipment while the Requesting Party equipment is being repaired or replaced, the Requesting Party shall reimburse the Responding Party for such lease cost.

(e) Supplies. The Requesting Party shall reimburse the Responding Party in kind or at actual replacement cost for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition shall not be charged to the Requesting Party and no rental fee shall be charged. Supplies that are returned to the Responding Party with damage shall be treated as expendable supplies for purposes of cost reimbursement.

(f) Invoicing. The Responding Party shall provide an itemized invoice to the Requesting Party for the expenses incurred in providing assistance under this Agreement not later than thirty (30) days after the end of the month in which assistance is provided. The Responding Party may request additional time within which to submit any invoice and the Requesting Party shall not unreasonably withhold its written consent to such request.

(g) Payment. The Requesting Party shall reimburse the Responding Party within thirty (30) days from the receipt of each invoice. The Requesting Party may request additional time within which to pay any invoice and the Responding Party shall not unreasonably withhold its written consent to such request; provided, however, that no invoice shall be paid later than ninety (90) days after the date such invoice is submitted to the Requesting Party.

4. Indemnification; Notice; Tort Claims.

(a) Indemnification. Each Party (in such capacity, "Indemnitor") shall indemnify and hold harmless each other Party (in such capacity, and including such Party's successors, assigns, officers, directors, employees, agents, representatives, subsidiaries and affiliates, "Indemnitees") from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Indemnitor and/or parties for whose acts, failures to act or other conduct Indemnitor is legally responsible (collectively, the "Indemnitor Parties"). This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the Indemnitees under any insurance policy purchased and maintained by any Indemnitor Party (even coverage for any one or any combination of the Indemnitees' sole active negligence).

(b) Notice. Each Party shall provide written notice of any claim or potential claim of which such Party becomes aware to each other Party who has or may have an indemnity obligation under this Agreement with respect to such claim or potential claim.

(c) Tort Claims. Each Party intends that this Agreement shall in no way abrogate or constitute a waiver of any immunity or defense available to it under California law.

5. Miscellaneous.

(a) Records; Confidentiality. Authorized representatives of each Party shall have access to the other's books, documents, notes, reports, papers and records to the extent reasonably necessary for the purpose of reviewing the accuracy of any invoice(s) rendered for assistance provided under this Agreement. Each Party hereto agrees to keep confidential any such records or other information obtained by such Party

as a result of its participation in this Agreement, including, but not limited to, any map, report, notes, papers, opinions or e-mail which relates to the system vulnerabilities of any other Party to this Agreement.

(b) Effective Date. This Agreement shall take effect on the Effective Date with respect to HBMWD and on each other Party's applicable Party Effective Date with respect to each such other Party.

(c) Termination. Any Party may withdraw from this Agreement by providing written notice to the other Parties. Any withdrawing Party's duty to reimburse any other Party for assistance rendered and any indemnity obligation of such withdrawing Party for any claims for damages accruing prior to such Party's withdrawal from this Agreement shall survive such withdrawal.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof.

(e) Entire Agreement; Modification; Waiver. This Agreement and, with respect to each applicable Responding Party and Requesting Party, each Memorandum of Assistance entered into hereunder, contain the entire agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, representations and warranties regarding the subject matter hereof between any Parties other than those set forth or referred to herein. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Parties hereto. Any Party hereto may, only by an instrument in writing, waive compliance by any other Party hereto with any term or provision of this Agreement. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(f) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Photocopies, facsimiles and PDF files of any signed counterpart of this Agreement are effective and valid for any and all purposes as if they were the original signed copy.

(h) No Third Party Beneficiaries. Nothing in this Agreement or any ancillary documents, whether expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

(i) Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions shall not be affected.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date(s) provided herein.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Carol Rische
By: CAROL RISCHÉ
Its: GENERAL MANAGER

PARTY NAME: MANICACSD

CHRISTOPHER DROG
By: ~~MANICACSD~~
Its: GENERAL MANAGER

PARTY NAME: Mckinstryville CSO

Norman Shopay
By: Norman Shopay
Its: General Manager

PARTY NAME: _____

Randal Mendosa
By: RANDAL MENDOSA
Its: City Manager
City of Arcata

PARTY NAME: Fieldbrook Glendale CSO

Richard Hanger
By: Richard Hanger
Its: General Manager

PARTY NAME: HCSO

Steve Davidson
By: STEVE DAVIDSON
Its: GM

PARTY NAME: City of Eureka

Bruce Young
By: Bruce Young
Its: Public Works Director

PARTY NAME: City of Blue Lake

John Bercleny
By: John Bercleny
Its: City Mgr

**EXHIBIT A
FORM OF MEMORANDUM OF ASSISTANCE**

Memorandum of Assistance

Pursuant to the Mutual Aid and Assistance Agreement dated _____, 2012 (the "Agreement"), by and among the Parties signatory thereto, the Responding Party and the Requesting Party hereby agree to the provision of aid and assistance as more particularly described below. This Memorandum of Assistance shall at all times be governed by the terms and conditions of the Agreement; provided, however, that in the event of a conflict between the terms of this Memorandum and the Agreement, the terms of this Memorandum shall control.

Memorandum Date: _____
Requesting Party: _____

Responding Party: _____

Requesting Party Authorized Representative: _____

Responding Party Authorized Representative: _____

Telephone: _____
Facsimile: _____
E-mail: _____

Telephone: _____
Facsimile: _____
E-mail: _____

Equipment to be provided by Responding Party: _____

Personnel to be provided by Responding Party: _____

Equipment Rate: _____

Personnel Rate: _____

Equipment Loan Date or Period: _____

Personnel Loan Date or Period: _____

Requesting Party: _____

Responding Party: _____

By: _____
Its: _____

By: _____
Its: _____

City of Blue Lake
On-Call Personnel to Respond to Water System Issues/Alarms

1. Glenn Bernald
2. Hal Burris
3. John Berchtold

The CITY agrees to maintain this call list and to immediately notify DISTRICT of any changes.



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916

To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Proposal from DAQOTA Systems, Inc.

106

Enclosed find a proposal from DAQOTA System, Inc. for the actual SCADA System. The proposed equipment is fully compatible with the District's system and in fact, is the District's SCADA provider. As such, the requirement for compatibility found in section 3.2 of the Agreement between the City and the District is met.

The proposal has been vetted by Steve Tyler, City Consultant, and Dale Davidson, Superintendent of Humboldt Bay Water. They report that the proposal is fair and reasonable. There were also numerous on-site meetings between City officials and DAQOTA Systems.

Also, please recall that the City is eligible for a National Rural Water Loan in amount of 100,000 at 3% payable over 10 years.

If Council approves the expenditures, I will apply for the loan immediately. It has a quick turnaround time. I will not execute the DAQOTA agreement until the loan is secured.

I recommend approval of this proposal from DAQOTA. Please contact me with any questions.

Factory Automation
Control Systems
Motion Control
Electrical Engineering
Programming



DAQOTA SYSTEMS, INC.

Phone: 707-826-1120

Fax: 707-826-1201

daqota@daqota.com

P.O.Box 2188
McKinleyville, California 95519

ROCKWELL SOFTWARE  ROCKWELL AUTOMATION
SYSTEMS INTEGRATOR

P.O.Box 198
Cloquet, Minnesota 55720

707-826-1120

218-878-0665

July 15, 2015
John Berchtold
City Manager
City of Blue Lake, CA

Quotation # 1506151-212-r0715

Dear John,

The following is a proposal for a Daqota Water Control and Monitoring System. Costs are based on initial meetings and site review but without engineering or design efforts completed in advance. It is possible for changes to be required upon completion of system design. If changes are required based on final design requirements those costs would require approval by all parties and any necessary change orders.

Water Pumping Control, Monitoring, and SCADA System

- 1 - **PLC System for Tank 1 with**
 - Allen Bradley Ethernet enabled PLC with discrete and up to (4) analog inputs
 - Ethernet Radio compatible with HBMD
 - Yagi or Omni Antenna
 - Solar system with solar panels, batteries, minimum 5 days battery capacity during low sunlight/Winter months
 - System mounted in Stainless Steel 3R/4X enclosure
 - Qty 2 level sensor (either pressure or Ultrasonic) or one of each
 - Design and electrical drawings
 - DC Power Supply to allow system to run from AC Generator power
 - Programming
 - System Startup

- 2 - **PLC System for Tank 2 with**
 - Allen Bradley Ethernet enabled PLC with discrete and up to (4) analog inputs
 - Ethernet Radio compatible with HBMD
 - Yagi or Omni Antenna
 - Solar system with solar panels, batteries, minimum 5 days battery capacity during low sunlight/Winter months
 - System mounted in Stainless Steel 3R/4X enclosure
 - Qty 2 level sensor (either pressure or Ultrasonic) or one of each
 - Design and electrical drawings
 - DC Power Supply to allow system to run from AC Generator power
 - Programming
 - System Startup

Factory Automation
Control Systems
Motion Control
Electrical Engineering
Programming



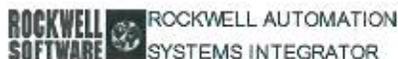
DAQOTA SYSTEMS, INC.

Phone: 707-826-1120

Fax: 707-826-1201

daqota@daqota.com

P.O.Box 2188
McKinleyville, California 95519



P.O.Box 198
Cloquet, Minnesota 55720

707-826-1120

218-878-0665

- 3 - **SCADA Computer at Blue Lake Maintenance Office**
 - Allen Bradley Ethernet enabled CompactLogix PLC
 - Ethernet Radio compatible with HBMD
 - Yagi or Omni Antenna
 - Rockwell SCADA Software
 - PLC and Radio mounted in Nema 1 enclosure
 - Design and electrical drawings
 - Programming
 - System Startup

- 4 - **Add SCADA Screens similar to Fieldbrook System added to existing HBMWD development system with Trending screen. (HBMWD will propagate to all HBMWD computers)**
 - Allen Bradley Ethernet enabled CompactLogix PLC
 - Design and electrical drawings
 - Programming
 - System Startup

- 5 - **PLC System for Blue Lake Pumping Station**
 - Allen Bradley Ethernet enabled PLC with I/O for pump station control.
 - Ethernet Radio compatible with HBMWD
 - Yagi or Omni Antenna
 - System mounted in Nema 1 enclosure
 - Design and electrical drawings
 - Programming
 - System Startup
 - Optional HMI for local control (hardware and programming)
 - See Price Option 1

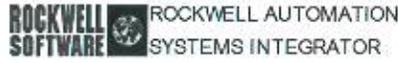
- 6 - **Radio Repeater Station and HBMWD Pump Station Communications**
 - 1 Ethernet Radio Repeater compatible with HBMWD
 - Yagi or Omni Antenna
 - Repeater System mounted in Nema 4X Stainless Steel enclosure
 - Design and electrical drawings
 - Programming
 - System Startup

Factory Automation
Control Systems
Motion Control
Electrical Engineering
Programming



DAQOTA SYSTEMS, INC.
Phone: 707-826-1120
Fax: 707-826-1201
daqota@daqota.com

P.O.Box 2188
McKinleyville, California 95519
707-826-1120



P.O.Box 198
Cloquet, Minnesota 55720
218-878-0665

Control System Price	\$ 119,395 plus shipping and taxes
Price Option 1:HMI -Pump Station Hardware and Programming..(deduct \$ 8,250)	

Phase Option 1: 3 phase pricing includes HMI Option price

Phase 1 Pricing.....	\$39,798.33	
Phase 2 Pricing.....	\$39,798.33	plus expected price increases of 10-20%
Phase 3 Pricing.....	\$39,798.33	plus expected price increases of 20-25%

Phase Option 2: 2 phase pricing includes HMI Option price

Phase 1 Pricing.....	\$59,697.50	
Phase 2 Pricing.....	\$59,697.50	plus expected price increases of 10-20%

With a phase delivery approach the system will not be functional until all phases are delivered and installed.

PAYMENT TERMS

Freight and any applicable taxes or fees are not included. These items will be billed as incurred.

Electrical and mechanical installation is not included. All installation wiring,cable, conduit, hardware, labor, special equipment is excluded.

- With full system purchase**
35% AT TIME OF ORDER
35% ON DELIVERY OF DRAWINGS FOR REVIEW
15% ON DELIVERY OF EQUIPMENT
10% Upon completion of Commissioning

- With phase system purchase**
75% AT TIME OF ORDER PER PHASE
15% ON DELIVERY OF DRAWINGS FOR REVIEW
10% ON FINAL DELIVERY OF EACH PHASE

Any changes or requests for additions/modifications will require a change order and will be billed in addition to the system price.

Factory Automation
Control Systems
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Electrical Engineering
Programming



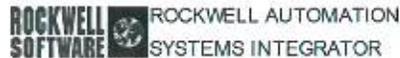
DAQOTA SYSTEMS, INC.

Phone: 707-826-1120

Fax: 707-826-1201

daqota@daqota.com

P.O.Box 2188
McKinleyville, California 95519



P.O.Box 198
Cloquet, Minnesota 55720

707-826-1120

218-878-0665

Please call if you have any questions or need additional information. Delivery of the above systems will be 16 weeks typically.

Sincerely,

Tim Woodward

WARRANTY INFORMATION:

EQUIPMENT IS COVERED BY THE WARRANTIES PROVIDED BY EACH COMPONENT MANUFACTURER.

WORKMANSHIP IS WARRANTED FOR 12 MONTHS FROM TIME OF DELIVERY. REQUESTS FOR CHANGES AFTER STARTUP SIGN-OFF ARE NOT COVERED BY WARRANTY AND WILL BE BILLED.

TRAVEL AND/OR EXPENSES ARE NOT COVERED BY WARRANTY AND WILL BE BILLED.

REPLACEMENT PARTS COVERED BY COMPONENT MANUFACTURER WARRANTY DOES NOT INCLUDE FREIGHT. ANY AND ALL FREIGHT CHARGES ARE THE RESPONSIBILITY OF THE END-USER.

Project Exclusions and Buyer Requirements

Unless otherwise specifically noted, items to be provided by the BUYER include, but are not necessarily limited to, the following (as applicable):

Transportation/Storage Seller Exclusions

- a. Freight from Seller's manufacturing facility
- b. Receiving, storing and handling at the Buyer's facility

Installation, Installation Materials and Ancillary Component Seller Exclusions

- a. Incidental hardware and materials associated with the installation
- b. Wire, cable and conduit external to the enclosures, cabinetry, and wiring provided
- c. All Installation labor
- d. Spare parts
- e. Hydraulic plumbing and components from equipment to power units
- f. Air plumbing from equipment to source
- g. All lubricants and hydraulic oil
- h. Motor starters and/or Motor Control Centers
- i. Start-up and on-site training

Environmental and Structural Seller Exclusions

- a. Structural support steel
- b. Walkways and stairs
- c. Foundation

Buyer Safety Requirements and Seller Exclusions

THE BUYER IS SOLELY RESPONSIBLE FOR ALL MATTERS RELATED TO SAFETY AND THE SAFE OPERATION OF THE EQUIPMENT DESCRIBED IN

Factory Automation
Control Systems
Motion Control
Electrical Engineering
Programming



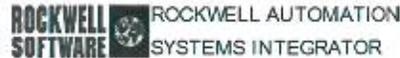
DAQOTA SYSTEMS, INC.

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P.O.Box 2188
McKinleyville, California 95519
707-826-1120



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Cloquet, Minnesota 55720
218-878-0665

PROPOSAL. WITHOUT LIMITATION, THIS INCLUDES:

- a. THE IMPLEMENTATION AND TRAINING OF POLICIES AND PROCEDURE REQUIRED FOR RECEIVING, INSTALLING, COMMISSIONING AND OPERATING THE ITEM OR ITEMS OF EQUIPMENT AS DESCRIBED IN THIS PROPOSAL, INCLUDING BUT NOT LIMITED TO THE ESTABLISHMENT OF EMERGENCY PROCEDURES IN THE EVENT OF OPERATOR INJURY.
- b. THE PROCUREMENT, INSTALLATION AND MAINTENANCE OF PROTECTIVE ENCLOSURES, COVERINGS, SAFETY GATES, OPERATIONAL GUARDS OR OTHER MEANS REQUIRED TO PREVENT INJURY OR BODILY HARM WHILE OPERATING THE ITEM OR ITEMS OF EQUIPMENT AS DESCRIBED THIS PROPOSAL. SUCH ADDITIONAL EQUIPMENT IS THE RESPONSIBILITY OF THE BUYER.
- c. COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING EMPLOYEE SAFETY.
- d. DAQOTA SYSTEMS, INC. DISCLAIMS RESPONSIBILITY FOR THE DEVELOPMENT, IMPLEMENTATION AND ON-GOING ENFORCEMENT OF SAFETY POLICES, PROCEDURES AND OTHER RELATED SAFETY MEASURES WITH RESPECT TO THE EQUIPMENT LISTED IN WITHIN THIS PROPOSAL.
- e. THE BUYER'S RESPONSIBILITY WILL COMMENCE UPON DELIVERY OF THE ITEM OR ITEMS OF EQUIPMENT TO BUYER'S PREMISES.

- **Point of operation guards are not included**
- **Customer is responsible for and MUST implement Lock-out Tag-out procedures for all equipment**

This document contains subject matter CONFIDENTIAL to Seller and Buyer and is for intended recipients only. Duplication or distribution without prior written permission of both parties is strictly prohibited.

DAQOTA SYSTEMS, INC. (SELLER)

AND:

(Authorized Signature)

Date: _____
(BUYER)

11a

City of Blue Lake
City Council Regular Meeting
Skinner Store – 111 Greenwood Ave., Blue Lake, CA
July 14, 2015
MINUTES

The Meeting called to order at 7:00 p.m.

Councilmembers Present: Jean Lynch, John Sawatzky, Adelene Jones, Michele McCall-Wallace, Stephen Kullmann*

Councilmembers Absent: None

Staff Present: Deputy City Clerk April Sousa, City Manager John Berchtold, City Planner Garry Rees

*Stephen Kullmann was not present during roll call, but arrived at 7:03 p.m. after the flag salute.

Motion to Approve the Agenda

Councilmember Jones *motioned to approve the agenda changing the order to:*

3,4,12,13,10,5,6,8,9,11,7,14,15,16,17,18. Councilmember Sawatzky seconded. The motion carried unanimously.

Public Input

None

Appointment to Public Safety Commission

Mayor McCall Wallace gave an overview of the Public Safety Commission and duties as well as the vacancy as a whole. Council was given a chance to ask clarifying questions of the applicant, Jason Ramos.

Councilmember Jones *motioned to appoint Jason Ramos to the Public Safety Commission.*

Councilmember Kullmann seconded. The motion carried unanimously.

Planning Commission 6-Month Update

City Manager Berchtold reminded council of the general policy for commissions to come forward with updates on what they have been working on to help Council understand what they are working on.

Planning Commissioners Present: Rick Platz, Earl Eddy, David Glen

Absent: Karen Nessler

It was noted that there is one vacancy now on the Planning Commission

A quorum of the Planning Commission was present at this meeting.

Planning Commission Chairman Platz gave an update on the projects the commission is working on: Amendment to Elements of the General Plan and Amendments to the Zoning Ordinance.

It was noted that the government code requires a noticed Public Hearing before the Planning Commission can make recommendations to changes of the General Plan, and then the City Council must have a Public Hearing as well.

City Planner Rees passed out an outline to City Council regarding the ongoing efforts of the Planning Commission. Outlined in his update were activities regarding the General Plan, City Ordinances and various Grant updates.

The Council and Public were given a chance to ask questions.

City Planner Rees reminded the public in attendance that the Planning Commission meets the 3rd Monday of every month, and its agendas are posted in 3 public places and online in accordance with the Brown Act.

Direction to Parks and Recreation Commission plus Work Plan

Mayor McCall-Wallace passed out to Council before the meeting background information regarding the Parks and Recreation department and the Strategic Plan. There were also extra copies available to the public. Mayor McCall-Wallace suggested this be a time for the City Council to work with the Parks and Recreation Commission in making priorities.

Mayor McCall-Wallace discussed her proposal regarding the information passed out to Council. Clarifying questions and comments were made regarding the areas in the scope of the commission, and those the for staff.

The public was given a chance to comment. Jenny Short, Parks and Recreation Commission Chairman, was present, and noted that direction on priorities will help guide the commission.

Fundraising was discussed. Mayor McCall-Wallace noted that brainstorming of a fundraising campaign would be in the scope of the Commission. Staff direction would be to execute the fundraising plan.

Councilmember Lynch asked for Parks and Recreation Director Cameron Mull bring to Council a report on grants and funding for the Parks and Recreation department at a future meeting.

Councilmember Jones *motioned to ask the Parks and Recreation Commission to prioritize a list of projects listed by staff and come up with funding recommendations for upgrades, maintenance and improvements.* Councilmember Kullmann seconded.

After discussion, there was confusion on intent of the motion. Councilmember Kullmann suggested a friendly amendment: *to strategize a possible fundraising campaign.* Mayor McCall-Wallace asked for a friendly amendment: *to review existing sources for generating revenue.*

Councilmember Jones restated her motion with amendments. The motion was to *ask the Parks and Recreation Commission to prioritize a list of projects listed by staff and to strategize a possible fundraising campaign by researching new and reviewing existing sources for generating revenue.* Councilmember Kullmann seconded. The motion carried unanimously.

The public offered some comment regarding other funding resources. Mayor McCall-Wallace restated what the Council had just decided to direct the Parks and Recreation Commission to do. Councilmember Kullmann also stated that it was appropriate to brainstorm ideas of the long term management of the Horse Arena, but not at the expense of the other Parks and Recreation Programs and Grounds.

B&B Portable Toilet Rental at Horse Arena

City Manager Berchtold gave an overview of this agenda item. After discussion, there was consensus to not get a portable toilet at this time, but to look at this item again in the next 4-6 months. It was also noted that a portable toilet is not being sought for the “Horse Arena”, but for the entire park area near the Horse Arena, which includes the basketball courts, tennis courts and horseshoe pits.

Resolution No. 1057: A Resolution of the City Council of the City of Blue Lake Authorizing Investment of City of Blue Lake Monies in Local Agency Investment Fund (LAIF) and Changing the Signators on Said Account

After an overview of the item and clarifying questions, Councilmember Jones *motioned to adopt Resolution No. 1057: A Resolution of the City Council of the City of Blue Lake Authorizing Investment of City of Blue Lake Monies in Local Agency Investment Fund (LAIF) and Changing the Signators on Said Account.* Councilmember Sawatzky seconded. The motion carried unanimously.

Resolution No. 1058: A Resolution of the City Council of the City of Blue Lake to Appoint Representatives to the Public Agency Risk Sharing Authority of California (PARSAC) Board of Directors

City Manager Berchtold notified Council that the original structure of the representatives to PARSAC was that the City Clerk was the Director and City Manager the Assistant Director and suggested the City return to that structure. After discussion, Councilmember Kullmann *motioned to adopt Resolution No. 1058: A Resolution of the City Council of the City of Blue Lake to Appoint Representatives to the Public Agency Risk Sharing Authority of California (PARSAC) Board of Directors.* Councilmember Sawatzky seconded. The motion carried unanimously.

Kit Mann, Public Safety Commission Chairman, asked if item 11: Recommendation of the Public Safety Commission to the City Council, to be moved up as he was unable to come early enough for the agenda approval, and he needed to leave the meeting soon.

Councilmember Jones *motioned to move item 11 to occur now.* Councilmember Kullmann seconded. The motion carried unanimously.

Recommendation of Public Safety Commission to City Council

Public Safety Commission Chairman Mann introduced the item regarding homeless encampments on the Mad River near Blue Lake. The Public Safety Commission stated that it was their hopes that this could be high on the Sheriff's priority list. Councilmember Kullmann mentioned that this concern was also brought up at the recent Mad River Alliance meeting.

Mayor McCall-Wallace enclosed a proposed letter to Sheriff Downey and the Humboldt County Supervisors. Additions and changes to the proposed letter were discussed.

The Public Safety Commission has encouraged business owners to contact many agencies.

Councilmember Jones *motioned for a letter to be sent to Humboldt County Board of Supervisors and Sheriff Downey, with changes made during discussion, and to carbon copy (cc) the letter to the Department of Fish and Wildlife.* Councilmember Sawatzky seconded. The motion carried unanimously.

There was a short break and check in at 9:00 p.m. Mayor McCall-Wallace felt that the rest of the agenda could be completed no later than 9:45 p.m. if the Council stayed focused. Council consensus was to move forward finishing the agenda.

City Manager Recruitment

Mayor McCall-Wallace presented the calendar for the recruitment process and asked if anyone had questions or changes.

Councilmember Kullmann *motioned to accept the recruitment calendar.* Councilmember Sawatzky seconded. The motion carried unanimously

Mayor McCall-Wallace presented an overview of the brochure updates. City Manager Berchtold found his from 2010 and passed it around for Council to view.

Councilmember Sawatzky *motioned to use the new presented text for the recruitment brochure.* Councilmember Jones seconded. The motion carried unanimously.

Mayor McCall-Wallace presented Council with an overview of brochure productions costs and a list of places to advertise. After discussion, Council consensus was to print 100 brochures and to advertise in four (4) different places: Times Standard (*Monster* job search), ICMA, Public CEO, and League of California Cities (*Western City* magazine).

Councilmember Kullmann *motioned to approve an advertising budget to not exceed \$1600.* Councilmember Sawatzky seconded. The motion carried unanimously.

Mayor McCall-Wallace presented the Council with sample advertisements for approval. Changes were discussed.

Councilmember Sawatzky *motioned to approve advertising with changes*. Councilmember Kullmann seconded. The motion carried unanimously.

Councilmember Kullmann *motioned to authorized Mayor McCall-Wallace to place advertising and deliver brochure changes to printer and graphic designer*. Councilmember Jones seconded. The motion carried unanimously.

Mayor McCall-Wallace initiated a discussion on the City Manager transition and the writing of a press release. It was noted that Business Office Supervisor, Vicki Hutton, has agreed to be an assisting City Manager while City Manager Berchtold is working remotely. City Manager Berchtold will maintain his role as City Manager through the recruitment process.

Councilmember Kullmann *motioned to authorize the Mayor and City Manager to write a press release to announce the City Manager's retirement, interim plans, and recruitment process*. Councilmember Sawatzky seconded. The motion carried unanimously.

Classification of City Clerk/Utility Clerk

City Manager Berchtold gave an overview of the Job Description of the City Clerk.

Council asked to have specifics added to the Education and Experience, stating that this career path requires continuing education, and obtaining Clerk certificates.

The wage scale was discussed. City Manager Berchtold noted that the wage scale was for an entry level position and once certification is obtained, a new salaried wage scale and classification will be devised.

Councilmember Kullmann *motioned to adopt the job description and wage schedule with addition of expectations of ongoing certifications*. Councilmember Sawatzky seconded. The motion carried unanimously.

Consider First Reading Ordinance No. 513: An Ordinance of the City Council of the City of Blue Lake Amending of the Sewer Code of the City of Blue Lake, Article VII (Industrial Wastewaters), Section 807 (Availability of City's Facilities).

Councilmember Sawatzky recused himself from this discussion.

City Manager Berchtold gave an overview of the Ordinance.

Councilmember Jones *motioned to commence a first reading of Ordinance No. 513 by title only*. Councilmember Kullmann seconded. The motion carried with the following votes:

Ayes: McCall-Wallace, Lynch, Kullmann, Jones

Nays: None

Absent: None

Abstain: Sawatzky

Mayor McCall-Wallace read the title of Ordinance No. 513.

Consent Agenda

Mayor McCall-Wallace mentions that all Councilmembers received a new draft of the minutes at their seats before the meeting began due to a typo in the minutes.

No items were pulled from the Consent Agenda.

Councilmember Kullmann *motioned to approve the Consent Agenda*. Councilmember Sawatzky seconded. The motion carried unanimously.

Reports of Council and Staff

Councilmember Jones reported that the next Humboldt Waste Management Authority (HWMA) meeting would be in September. She also mentioned the City wide yard sale had been set for August 15, 2015, and that the Companion Animal Foundation had agreed to be the sponsoring organization.

Councilmember Lynch reported on Redwood Coast Energy Authority, stating there is another meeting on August 17, 2015. She also reported on the many fires/calls that the Blue Lake Fire Department has had to undertake. She reported that the Parks and Recreation Commission had concerns about traffic on Railroad.

Councilmember Kullmann reported the Mad River Alliance partners meeting would be Thursday, July 30, 2015.

Mayor McCall-Wallace reported earlier on the Public Safety Commission. She noted that Humboldt County Association of Governments (HCAOG) was in the middle of a staffing policy manual. She also noted that there would be a special Pints for Non-Profit for one of Blue Lake's citizens on Wednesday, July 30, 2015 from 5:00-8:30 p.m.

Councilmember Sawatzky had nothing to report as the Redwood Regional Economic Development Committee (RREDC) meeting was canceled.

City Manager Berchtold reported on the activities of the Public Works Department, the updated "Party Room" at Prasch Hall, the continued abatement efforts at 650 Chartin Way, and announced the Green Waste day on August 1, 2015.

Future Agenda Items

- Recent Grants/Funding Report from Parks and Recreation Director, Cameron Mull
- City Clerk Appointment Resolution

- Suddenlink sale

Correspondence

There was a correspondence from the Rancheria, inviting council to the microgrid open house as well as the official resignation of Planning Commissioner John Amirkhan. It was noted that on Wednesday, an official posting will go up for the vacancy. Passed out to council before the meeting began was another invitation to a celebration for Carol Rische. It was noted that Council should RSVP to both the Rancheria invitation and the Carol Rische Barbeque no later than August 10, 2015.

It was also noted that the meet and greet for new Blue Lake designated Sheriff Deputy, Seth Crosswhite, will be on Monday, August 3, 2015.

Motion to Adjourn

Councilmember Sawatzky *motioned to adjourn*. Councilmember Jones seconded. The motion carried unanimously. Meeting adjourned at 9:55 p.m.

April Sousa,
Deputy City Clerk



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Approve Classification of Assistant City Manager/Business Office Supervisor and Pay Plan Amendment

During my physical absence from the City, I will assign certain on-site responsibilities to the Assistant Manager/Business Office Supervisor.

As Such, it is necessary to create such a classification and an appropriate pay scale.

Enclosed find abbreviated job description.

I recommend the following motion:

Motion to approve the classification of Business Office Supervisor/Assistant City Manager. And compensation: Employee's normal salary plus \$1,500 per month during time that position is filled.

Please contact me with any questions.

Business Office Supervisor/Assistant City Manager

Essential Duties:

- Organize and Direct Business Office Operations
- Train and Evaluate Subordinate Staff
- Responsible for Payroll Oversight
- Organizes and directs accounts payables and receivables
- Assists accountant with preparation of financial statements
- Assists auditor in conjunction with annual audit
- Balances and Reconciles accounts and bank deposits
- Assist City Manager with Budget Preparation
- Process personnel intakes, changes, and related insurance benefits
- Directly responsible for processing Building Permits, Dog Licenses, and Business Licenses
- Such other duties as allocated
- Performs City management duties as directed by City Manager



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Program Supplemental Agreement Requested by CALTRANS (Council Resolution Required) – Railroad Ave Resurfacing

Staff is requesting that the Major and City Clerk authorized to execute a Resolution for said program supplement in accordance with Article 1 of the Master Agreement entered into between the City and CALTRANS on February 22, 2010.

This allows for an allocation of \$27,000 for completion of tasks that lead to obtaining environmental documents and any required permits. This includes preliminary engineering.

Thank you for your attention to this matter. The resolution will be brought forth at the City Council Meeting on August 11, 2015.

John Berchtold

From: Gronemeyer, Brett A@DOT <brett.gronemeyer@dot.ca.gov>
Sent: Tuesday, July 07, 2015 5:55 PM
To: John Berchtold
Cc: Theiss, Suzanne L@DOT
Subject: RE: E and P - Blue lake - Project Status Sheet Attached
Attachments: Blue_Lake_Status_7-7-2015.pdf

Hi John,

E&P stands for "*Environmental and Permits*". That is the phase of work the Railroad Avenue Rehab project (RPL-5190(008)) is now allowed to incur expenditures for. The City can only work on tasks that lead to obtaining the Environmental documents and any required Permits. Work on *Plans, Specifications, and Estimates* (PS&E) are limited to the extent required to obtain the environmental document and permits. The City is not to begin preparing the Final PS&E, until after the environmental document is completed and PS&E phase is allocated by the CTC.

PS&E phase comes after E&P. PS&E can be requested for allocation after the CEQA environmental document is completed, and filed with the CTC, if necessary.

Construction (CON) phase comes after PS&E (and Right of Way, if that phase is funded). CON can be requested for allocation once the City clears Right of Way. "Clearing Right of Way" means the City has acquired (purchased) any necessary property, and/or has obtained any easements or "permits to enter" from affected land owners.

The City should be careful not to request the CON allocation until PS&E is almost complete, as the project must be awarded within 6 months of the CTC meeting where CON is allocated. The project cannot be advertised until PS&E is complete. For State only funded projects (no Federal funds, like this one), the City must have the plans reviewed and stamped by the Division of the State Architect (DSA) for Access Compliance (often incorrectly referred to as ADA – Americans with Disabilities Act). This should be done prior to advertising the project.

Before the District signs off on the completion of the project (final invoice), we will want to see the plan set stamped by DSA. We will then verify the project is constructed to those plans and details. Any changes needed during construction, need to be reviewed by DSA for compliance and approval.

Since all phases are programmed in State Fiscal Year (SFY) 15/16, the City needs to track this project closely. CON must be allocated at the June 2016 CTC meeting. The CON allocation submission deadline to the District is April 1, 2016.

Attached is a status sheet that will outline project deadlines specified in the Program Supplement Agreement (PSA) for each project. Allocation and Finance letters issued by the Division of Local Assistance (DLA) supplement the PSA.

If you have questions, please do not hesitate to contact me.

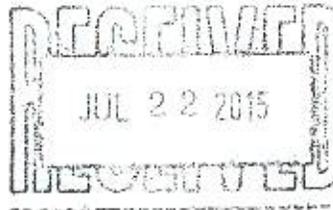
Sincerely,

Brett Gronemeyer

Local Assistance, District 1, Caltrans, (707) 445-6397 | http://www.dot.ca.gov/dist1/d1transplan/local_assistance.htm | <http://arrivealivenow.org/>

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



File : 01-HUM-0-BLK
RPL-5190(008)
Railroad Ave E St to G St



July 20, 2015

Mr. John Berchtold
City Manager
City of Blue Lake
P.O.Box 458
Blue Lake, CA 95525

Attn: Mike Foget

Dear Mr. Berchtold:

Enclosed are two originals of the Program Supplement Agreement No. 003-N to Administering Agency-State Agreement No. 01-5190R covering Preliminary Engineering for the above-referenced project.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: OLP AE Project Files
(01) DLAE - Suzanne Theiss

PROGRAM SUPPLEMENT NO. N003
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 01-5190R

Adv Project ID **Date:** July 15, 2015
0114000094 **Location:** 01-HUM-0-BLK
 Project Number: RPL-5190(008)
 E.A. Number:
 Locode: 5190

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/22/10 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Railroad Ave E St to G St

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds	Matching Funds		
		LOCAL	STATE	OTHER
\$27,000.00		\$0.00	\$27,000.00	\$0.00

CITY OF BLUE LAKE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 7/15/15

\$27,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. This PROJECT is programmed to receive funding from the State Transportation Improvement Program (STIP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the Master Agreement, 2) the effective date of the PROGRAM SUPPLEMENT, or 3) the effective date of the component specific allocation.

2. STATE and ADMINISTERING AGENCY agree that additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.
3. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. An approved time extension will revise the timely use of funds criteria, outlined above, for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation for approved supplementary allocations, time extensions, and fund transfers between components will be a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

4. This PROJECT will be administered in accordance with the CTC STIP guidelines, as adopted or amended, and the STATE Procedures for Administering Local Grant Projects in the State Transportation Improvement Program (STIP), the Local Assistance Program Guidelines, and the Local Assistance Procedures Manual. The submittal of invoices for project costs shall be in accordance with the above referenced publications and the following.
5. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
6. All obligations of STATE under the terms of this Agreement are subject to the

SPECIAL COVENANTS OR REMARKS

appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

7. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction component. As a minimum, the award information should have the following: Project number, project description, PPNO, date the project was advertised, award amount, bid opening date, award date and estimated completion date.
8. This PROJECT is subject to the timely use of funds provisions enacted by Senate Bill 45 (SB 45), approved in 1997, and subsequent CTC guidelines and State procedures approved by the CTC and STATE, as outlined below:

Funds allocated for the environmental & permits, plan specifications & estimate, and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and complete the construction or vehicle purchase contract within 36 months of award.

9. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

10. Any State and Federal funds that may have been encumbered for this project are

SPECIAL COVENANTS OR REMARKS

available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

11. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Memorandum of Understanding Redwood Coast Energy Authority (RCEA)

This Agreement is coming forward once again as I feel that the actual type of system changed. What was placed in service is a pedestal type rather than the proposed mounted wall mounted type.

The other sections are consistent with what RCEA originally proposed.

I recommend approval of said agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLUE LAKE AND
THE REDWOOD COAST ENERGY AUTHORITY**

1. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to set forth the terms and conditions between the City of Blue Lake ("CITY") and the Redwood Coast Energy Authority ("RCEA") for a partnership to provide plug-in electric vehicle charging to the general public at the Blue Lake City Hall in Blue Lake, CA.

2. Context

RCEA has entered into an agreement with the California Energy Commission (CEC) to receive grant funding pursuant to Grant # PIR-12-022, for the "Repowering Humboldt with Community Scale Renewal Energy" project. That grant includes funding to install electric vehicle supply equipment (EVSE) at two or more locations in Blue Lake and the surrounding Mad River Valley area. RCEA and the CITY agree that the Blue Lake City Hall is a desirable location for public electric vehicle charging infrastructure and agree to work together to install and operate EVSE at this location.

3. Roles and Responsibilities

Through this MOU, the CITY agrees to serve as the site host for EVSE and RCEA agrees to install, own, and operate the EVSE; each party agrees to the following roles and responsibilities:

- A. At no cost to the CITY, RCEA will install, own, operate, and maintain the EVSE, and will be responsible for performing any required repairs or upgrades to the EVSE.
- B. Equipment installed by RCEA will be bollard-mounted SAE J1772-standard compliant, Level 2, 240V EVSE able to service one vehicle at a time.
- C. The CITY will allow RCEA to install the EVSE and signage, and allow RCEA to connect the EVSE to the main electrical service panel of the City Hall and to the City Hall internet service. All work will be performed by appropriately licensed and insured contractors who shall obtain electrical permits and City business licenses.
- D. The CITY will designate one parking space, as shown on the attached site plan, as reserved for users of the EVSE and will make those spaces available for use 24-hours a day, 7 days a week.
- E. RCEA will set pricing and collect payment from users of the EVSE; the CITY will not be charged for use of the EVSE by any vehicle owned by the CITY.
- F. Based on the CITY's electricity rate schedule, RCEA will calculate the cost to the CITY of electricity dispensed by the EVSE and reimburse the CITY on a quarterly basis for the value of the electricity dispensed by the EVSE.

- G. The terms of this MOU shall stay in effect as long as the EVSE remains in place at Blue Lake City Hall. The CITY will continue to host the EVSE under the terms of this MOU through December 31, 2015, which date may be extended upon the mutual agreement in writing of the parties. After December 31, 2015, either the CITY or RCEA may give the other party 90 days' written notice of intent to terminate this MOU, and within 90 days of such notice, RCEA will either remove the EVSE and any associated signage and restore the site to its original condition, or transfer ownership of the EVSE to the City for the City's continued sole operation and maintenance.

4. Hold Harmless and Indemnification

RCEA agrees to indemnify, defend and hold harmless the CITY, its Governing Board, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the RCEA, its officers, agents employees and volunteers, pertaining to RCEA's performance of this Agreement.

CITY agrees to indemnify, defend and hold harmless RCEA, its Governing Board, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from its performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the CITY, its officers, agents, employees and volunteers, pertaining to the City's performance of this Agreement.

5. Insurance

- A. RCEA agrees to maintain, at a minimum, the insurance coverage or self-insurance coverage as set out below at all times during the terms of this MOU. Failure to maintain the required insurance shall be grounds for termination of this MOU. Said coverage shall include an endorsement to add the CITY, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this MOU. Said coverage shall additionally be endorsed to specify that the RCEA insurance is primary and that insurance or self-insurance maintained by the CITY shall not contribute with it. Upon request, RCEA shall furnish the CITY with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to the CITY.
- B. Workers' Compensation and Employers' Liability Insurance: RCEA shall provide Workers' Compensation and Employers' Liability insurance for RCEA's employees and agents to the extent required by law.
- C. Commercial General Liability: RCEA shall maintain \$1 million minimum commercial general liability insurance coverage.
- D. Business Auto: RCEA shall maintain \$1 million minimum business automobile insurance coverage.

- E. Professional Liability Insurance: RCEA shall maintain \$1 million minimum professional liability insurance.

6. Assignment

Neither party shall assign its obligations under this Agreement without the prior written consent of the other.

7. Nondiscriminatory Employment

In connection with the execution of the Agreement, RCEA and the CITY shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. RCEA and the CITY shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

8. Entirety of Contract

This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

9. Notices

Whenever it is provided in this agreement that RCEA or the CITY shall give written notice to the other, said notice may be given by delivering a copy of said notice to the other party personally, or by mailing first class mail through the U.S. Postal Service, a copy of said notice at the following addresses:

- a. City of Blue Lake
John Berchtold, City Manager
PO Box 458, Blue Lake, CA 95525

- b. Redwood Coast Energy Authority
Matthew Marshall, Executive Director
633 3rd St., Eureka, CA 95501

10. Compliance with Applicable Laws

The RCEA and the CITY shall comply with any and all applicable federal, state and local laws affecting the activities covered by this Agreement.

11. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt, County California.

12. Headings

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

13. Severability

If a portion, term, condition or provision of this MOU is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

14. Waiver

The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

15. Effective Date

This MOU becomes effective March 1, 2015.

16. Amendments and Termination of the MOU

This MOU will continue until terminated by either party with 90 days' notice to other party, but not before December 31, 2015. The parties may change this agreement with unanimous consent, but no addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. If either of the parties has reason to believe that the terms of the MOU are not being fulfilled, any party may provide written notification to the others stating the basis for the concern and providing a reasonable time to respond or remedy the situation. RCEA and the CITY will make reasonable efforts to resolve the issues to all parties' satisfaction.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

Redwood Coast Energy Authority

By: Matthew Marshall
Matthew Marshall, Executive Director

Date: 7/22/15

City of Blue Lake

By: _____
John Berchtold, City Manager

Date: _____

Attachment A - Site Plans

ELECTRIC VEHICLE CHARGING STATION INSTALLATION PLAN

BLUE LAKE CITY HALL
111 GREENWOOD ROAD
BLUE LAKE, CALIFORNIA 95525



PROJECT VICINITY MAP

SHEET INDEX

- C1 - EXISTING CONDITIONS AND DEMOLITION PLAN
 - C2 - ELECTRICAL SERVICE UPGRADE TRENCHING PLAN
 - C3 - ELECTRIC VEHICLE SUPPLY EQUIPMENT INSTALLATION PLAN
 - C4 - SINGLE LINE DIAGRAM AND CONSTRUCTION DETAILS
 - C5 - CONSTRUCTION DETAILS 2
- PG&E - PG&E CONSTRUCTION DRAWING

COMPLETED FOR REDWOOD COAST ENERGY AUTHORITY BY:

OUREVOLUTION ENERGY & ENGINEERING
1821 BUTTERMILK LANE
ARCATA, CA 95521

ANDREW SORTER, P.E.
CALIFORNIA PROFESSIONAL ENGINEER # C73810

FEBRUARY 21, 2015

GENERAL NOTES:

- 1) PG&E DESIGN AND ENGINEERING WERE COMPLETED BY PACIFIC GAS & ELECTRIC STAFF. THIS SHEET IS INCLUDED FOR COMPLETENESS BUT DOES NOT REPRESENT OUREVOLUTION ENGINEER WORK.
- 2) ALL WORK REQUIRED FOR INSTALLING NEW PG&E ELECTRICAL SERVICE SHALL COMPLY WITH THE LATEST EDITION OF THE PG&E ELECTRIC & GAS SERVICE REQUIREMENTS "GREENBOOK".
- 3) CONTRACTOR TO VERIFY EXISTING CONDITIONS AND REQUIREMENTS PRIOR TO ORDERING ANY EQUIPMENT OR MATERIALS.
- 4) EVSE EQUIPMENT TO BE PROVIDED BY REDWOOD COAST ENERGY AUTHORITY.

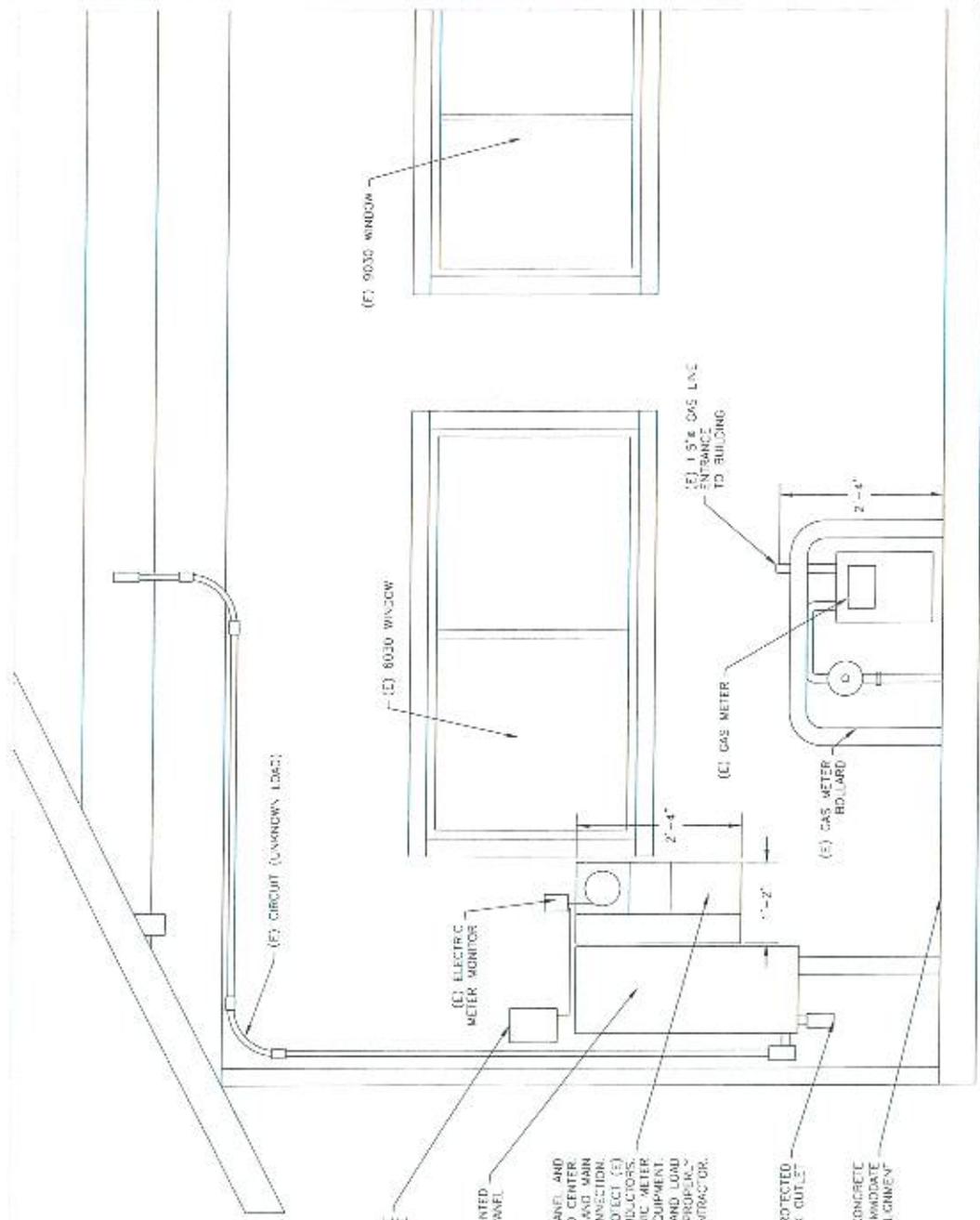


QUERVELLION
 ENGINEER & ARCHITECT
 1821 BULL FEINBERG LANE
 AUBURN, CA 95602
 707.835.4710
 WWW.QUERVELLION.COM

NO.	REVISION	DATE
1	ISSUE FOR PERMIT	
2	REVISED PER COMMENTS	
3	REVISED PER COMMENTS	

REDWOOD COAST ENERGY AUTHORITY
 ELECTRIC VEHICLE CHARGING STATION
 EXISTING CONDITIONS AND DEMOLITION PLAN
 BLUE LAKE CITY HALL, CALIFORNIA

DATE	2/21/2024
DESIGNED BY	ALB
CHECKED BY	ALB
SCALE	AS SHOWN
SHEET NUMBER	450-1
TOTAL SHEETS	1



(5) BLUE LAKE CITY HALL
 EV CHARGING STATION NORTH EAST FACADE ELEVATION

NOTE: ALL EXISTING (E) EQUIPMENT NOT SPECIFICALLY NOTED FOR REMOVAL SHALL REMAIN AND BE PROTECTED.

- (E) TELEPHONE NETWORK INTERFACE
- (E) SURFACE MOUNTED SUBPANEL
- (E) 125A RECESSED METER PANEL AND LOAD CENTER
 - COORDINATE WITH UTILITY FOR METER AND MAIN SERVICE CONDUCTOR DISCONNECTION
 - DISCONNECT AND PROTECT (E) 125A CIRCUIT CONDUCTORS
 - DISCONNECT AND PROTECT EXISTING METER MONITORING EQUIPMENT
 - REMOVE (E) METER PANEL AND LOAD CENTER PANEL TO BE PROPERLY DISPOSED OF BY CONTRACTOR
- (E) GFCI PROTECTED DUPLEX OUTLET
- CUT (E) CONCRETE CURB/SIDWALK TO ACCOMMODATE POWER ALIGNMENT

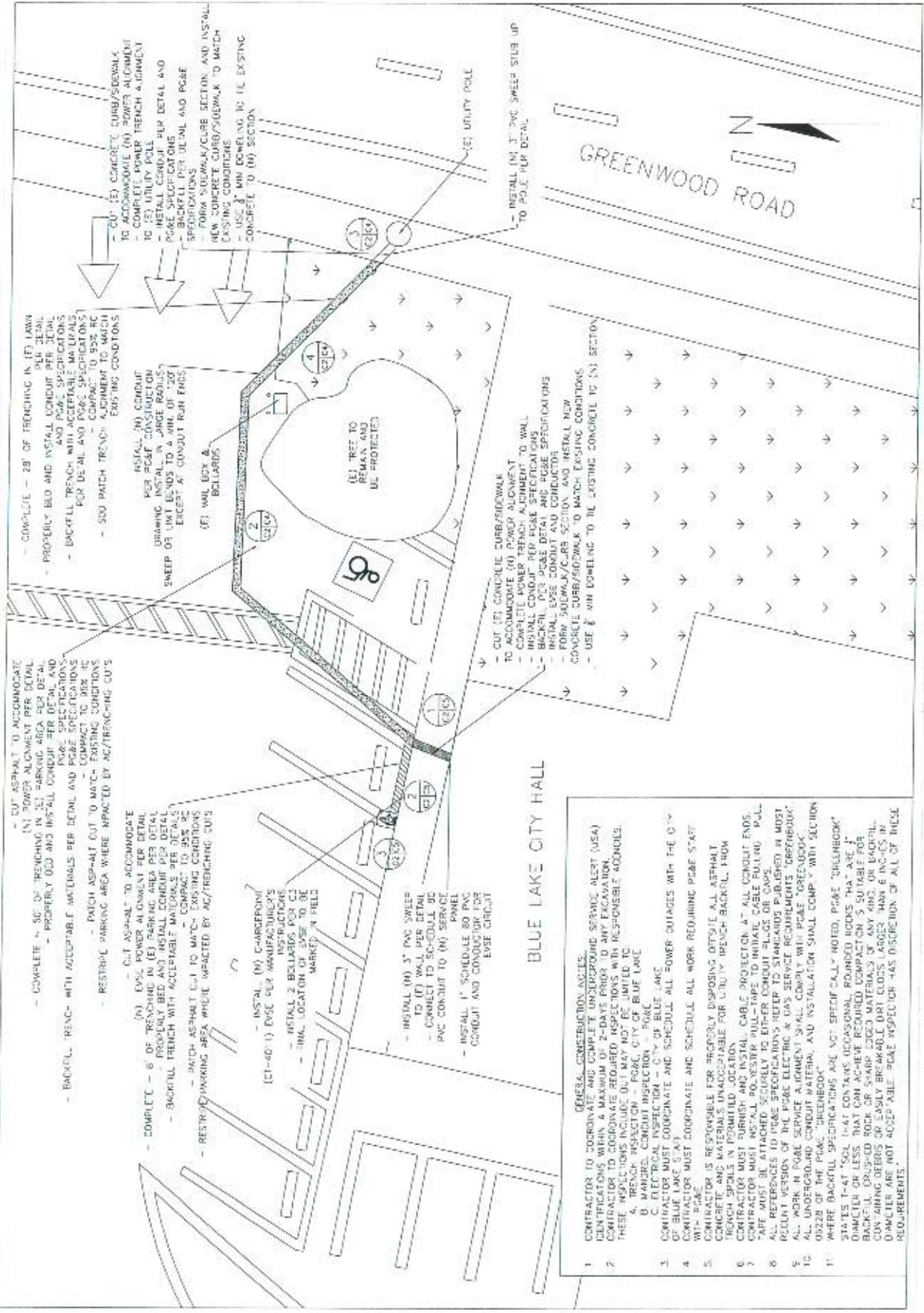


CLINICAL
ENERGY & ENGINEERING
801 BUTTERFLICK LANE
ARLINGTON, CA 95022
707.634.4710
WWW.COVERTECH.COM

NO.	DATE	REVISION
1	01/11/2013	ISSUE FOR PERMIT
2	01/11/2013	REVISED PER COMMENTS
3	01/11/2013	REVISED PER COMMENTS

REDWOOD COAST ENERGY AUTHORITY
ELECTRIC SERVICE UPGRADE TRENCH PLAN
BLUE LAKE CITY HALL, CALIFORNIA

DATE	BY	APPROVED	SCALE
01/11/2013	ACB	ACB	AS SHOWN
SHEET	NO.	TOTAL	
1	1	1	



- CUT ASPHALT TO ACCOMMODATE (N) POWER ALIGNMENT PER DETAIL
- COMPLETE 1'-50" OF TRENCHING IN (E) PARKING AREA PER DETAIL
- PROPERLY BED AND INSTALL CONDUIT PER DETAIL AND PG&E SPECIFICATIONS
- BACKFILL TRENCH WITH ACCEPTABLE MATERIALS PER DETAIL AND PG&E SPECIFICATIONS
- PATCH ASPHALT OUT TO MATCH EXISTING CONDITIONS
- RESTRICT PARKING AREA WHERE IMPACTED BY AC/TRENCHING CUTS

- CUT ASPHALT TO ACCOMMODATE (N) EVSE POWER ALIGNMENT PER DETAIL
- COMPLETE 6' OF TRENCHING IN (E) PARKING AREA PER DETAIL
- PROPERLY BED AND INSTALL CONDUIT PER DETAIL AND PG&E SPECIFICATIONS
- BACKFILL TRENCH WITH ACCEPTABLE MATERIALS PER DETAIL AND PG&E SPECIFICATIONS
- PATCH ASPHALT OUT TO MATCH EXISTING CONDITIONS
- RESTRICT PARKING AREA WHERE IMPACTED BY AC/TRENCHING CUTS

- INSTALL (N) CHARGEPOINT (CPH-401) EVSE PER MANUFACTURER'S INSTRUCTIONS
- INSTALL 2 BALLARDS PER C2 TRAC. LOCATION OF EVSE TO BE MARKED IN FIELD

- INSTALL (M) 3" PVC SWEEP TO (E) WALL PER DETAIL
- CONNECT TO SCHEDULE 80 PVC CONDUIT TO (M) SERVICE PANEL
- INSTALL 1" SCHEDULE 80 PVC CONDUIT AND CONDUCTOR FOR EVSE CIRCUIT

BLUE LAKE CITY HALL

1. CONTRACTOR TO COORDINATE AND COMPLETE UNDERGROUND SERVICE ALERT (USA) SURVEYS WITHIN A MAXIMUM OF 2-DAYS PRIOR TO ANY EXCAVATION.
2. CONTRACTOR TO COMPLETE ALL REQUIRED INSPECTIONS WITH RESPONSIBLE AGENCIES. THESE INSPECTIONS INCLUDE, BUT NOT LIMITED TO:
 - A. TRENCH INSPECTION - PER CITY OF BLUE LAKE
 - B. MANDRO CONDUIT INSPECTION - PER PG&E
 - C. ELECTRICAL INSPECTION - CITY OF BLUE LAKE
3. CONTRACTOR MUST COORDINATE AND SCHEDULE ALL POWER OUTAGES WITH THE CITY OF BLUE LAKE STAFF.
4. CONTRACTOR MUST COORDINATE AND SCHEDULE ALL WORK REQUIRING PG&E STAFF WITH PG&E.
5. CONTRACTOR IS RESPONSIBLE FOR PROPERLY DISPOSING OFFSITE ALL ASPHALT TRASH, DEBRIS, AND OTHER UNACCEPTABLE FOR UTILITY TRENCH BACKFILL FROM TRENCH SERVES AS BEST PRACTICE.
6. CONTRACTOR MUST FURNISH AND INSTALL ALL CABLE PROTECTION AT ALL CONDUIT ENDS. TAPE MUST BE ATTACHED SECURELY TO EITHER CONDUIT BLENDS OR CONDUIT BLENDS MUST BE ATTACHED TO TAPE TO PREVENT CABLE PULLING.
7. ALL REFERENCES TO PG&E SPECIFICATIONS REFER TO STANDARDS PUBLISHED IN MOST RECENT VERSION OF THE PG&E ELECTRIC & GAS SERVICE REQUIREMENTS (GREENBOOK).
8. ALL WORK IN PG&E SERVICE ALIGNMENT SHALL COMPLY WITH PG&E 'GREENBOOK' REQUIREMENTS FOR UNDERGROUND CONDUIT MATERIAL, AND INSTALLATION SHALL COMPLY WITH SECTION 03228 OF THE PG&E 'GREENBOOK'.
9. WHERE BACKFILL SPECIFICATIONS ARE NOT SPECIFICALLY NOTED, PG&E 'GREENBOOK' STATES THAT SOIL THAT CONTAINS OCCASIONAL ROUNDED ROCKS THAT ARE 1" DIAMETER OR LESS, THAT CAN ACHIEVE REQUIRED COMPACTION IS SUITABLE FOR BACKFILL. CRUSHED ROCK OR SHARP EGGED MATERIALS OF ANY KIND OR GRAVEL, GUNNING DEBRIS OR EASILY BREAKABLE DIRT CLODS LARGER THAN 6 INCHES IN DIAMETER ARE NOT ACCEPTABLE. PG&E INSPECTOR HAS DISCRETION OF ALL OF THESE REQUIREMENTS.

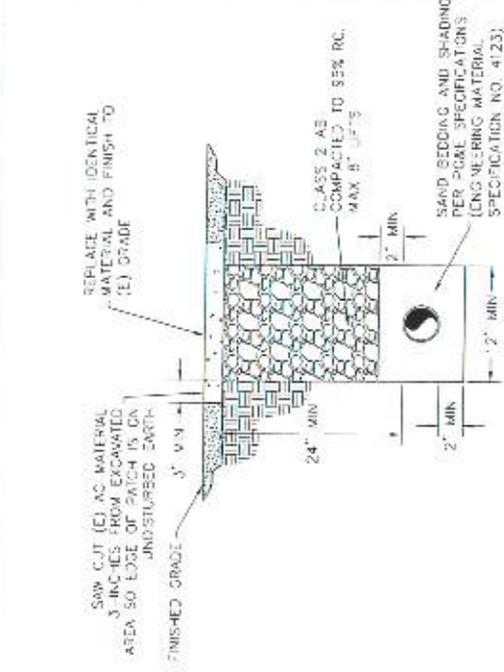
- COMPLETE 28' OF TRENCHING IN (E) FROM ONLY TRENCH TO ACCOMMODATE (N) POWER ALIGNMENT TO (E) UTILITY POLE
- PROPERLY BED AND INSTALL CONDUIT PER DETAIL AND PG&E SPECIFICATIONS
- BACKFILL TRENCH WITH ACCEPTABLE MATERIALS PER DETAIL AND PG&E SPECIFICATIONS
- COMPACT TO 95% RC PER DETAIL AND PG&E SPECIFICATIONS
- 500 PATCH TRENCH ALIGNMENT TO MATCH EXISTING CONDITIONS

INSTALL (N) CONDUIT PER PG&E CONSTRUCTION DRAWING PER DETAIL AND PG&E SPECIFICATIONS
- SWEEP OF LIMIT ENDS TO A MINIMUM OF 18" EXCEPT AT CONDUIT RUN ENDS
- (E) WALL BOX & BALLARDS

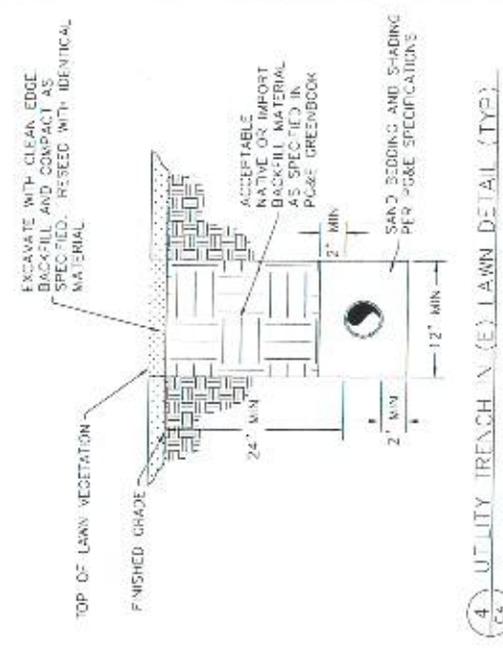
- CUT (E) CONCRETE CURB/SIDEWALK TO ACCOMMODATE (N) POWER ALIGNMENT TO (E) UTILITY POLE
- COMPLETE POWER TRENCH ALIGNMENT TO (E) UTILITY POLE PER DETAIL AND PG&E SPECIFICATIONS
- BACKFILL TRENCH WITH ACCEPTABLE MATERIALS PER DETAIL AND PG&E SPECIFICATIONS
- FORM CONCRETE CURB/SIDEWALK TO MATCH EXISTING CONDITIONS
- USE 3" MIN DOWELING TO TL EXISTING CONCRETE TO (M) SECTION

- CUT (E) CONCRETE CURB/SIDEWALK TO ACCOMMODATE (M) POWER ALIGNMENT TO WALL
- COMPLETE POWER TRENCH ALIGNMENT TO WALL
- INSTALL CONDUIT PER PG&E SPECIFICATIONS
- BACKFILL PER PG&E DETAIL AND PG&E SPECIFICATIONS
- FORM CONCRETE CURB/SIDEWALK TO MATCH EXISTING CONDITIONS
- USE 3" MIN DOWELING TO TL EXISTING CONCRETE TO (N) SECTION

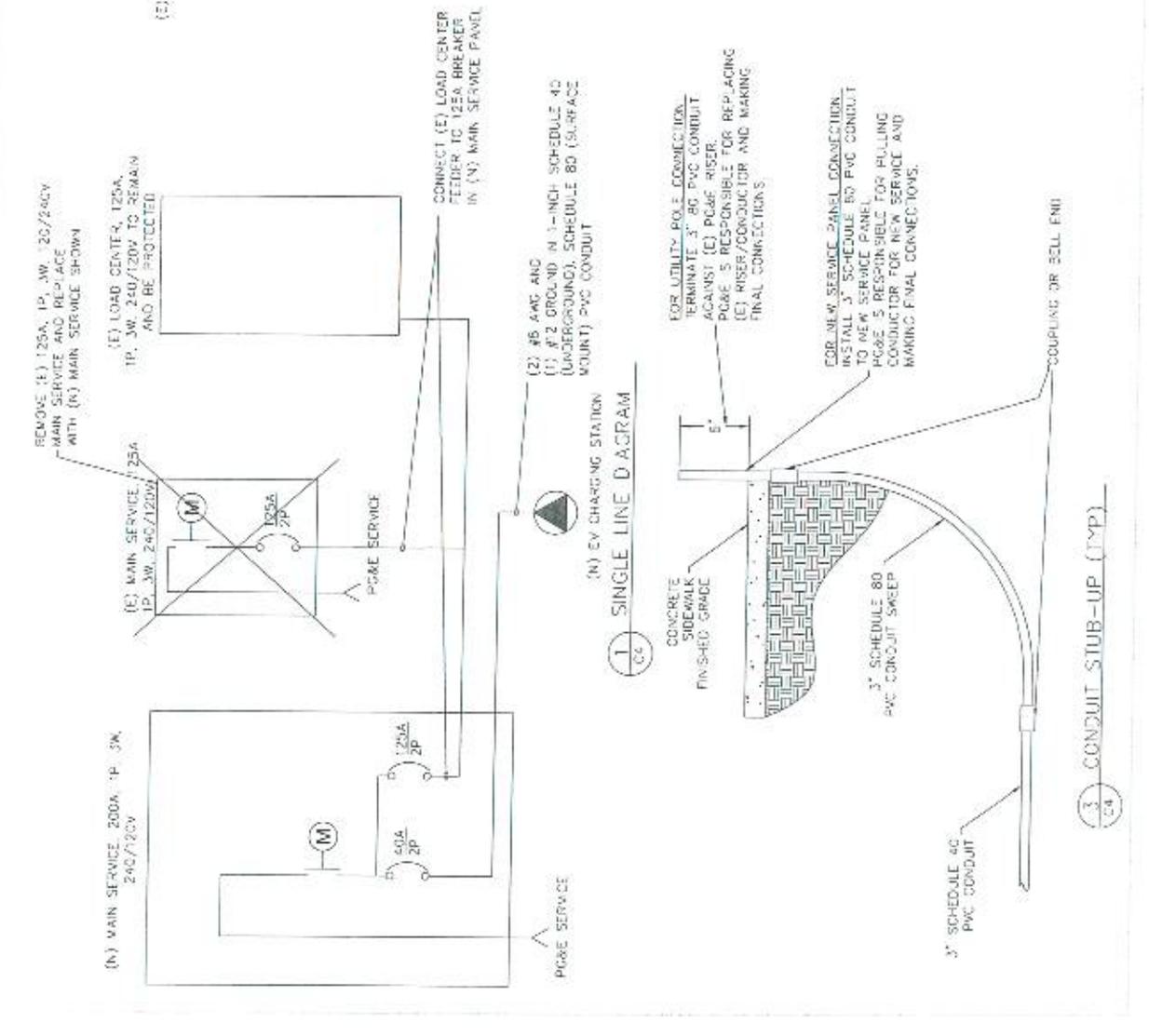
- CUT (E) CONCRETE CURB/SIDEWALK TO ACCOMMODATE (M) POWER ALIGNMENT TO WALL
- COMPLETE POWER TRENCH ALIGNMENT TO WALL
- INSTALL CONDUIT PER PG&E SPECIFICATIONS
- BACKFILL PER PG&E DETAIL AND PG&E SPECIFICATIONS
- FORM CONCRETE CURB/SIDEWALK TO MATCH EXISTING CONDITIONS
- USE 3" MIN DOWELING TO TL EXISTING CONCRETE TO (N) SECTION



2 UTILITY TRENCH AND CUT/PATCH DETAIL (TYP)



4 UTILITY TRENCH N (E) LAWN DETAIL (TYP)



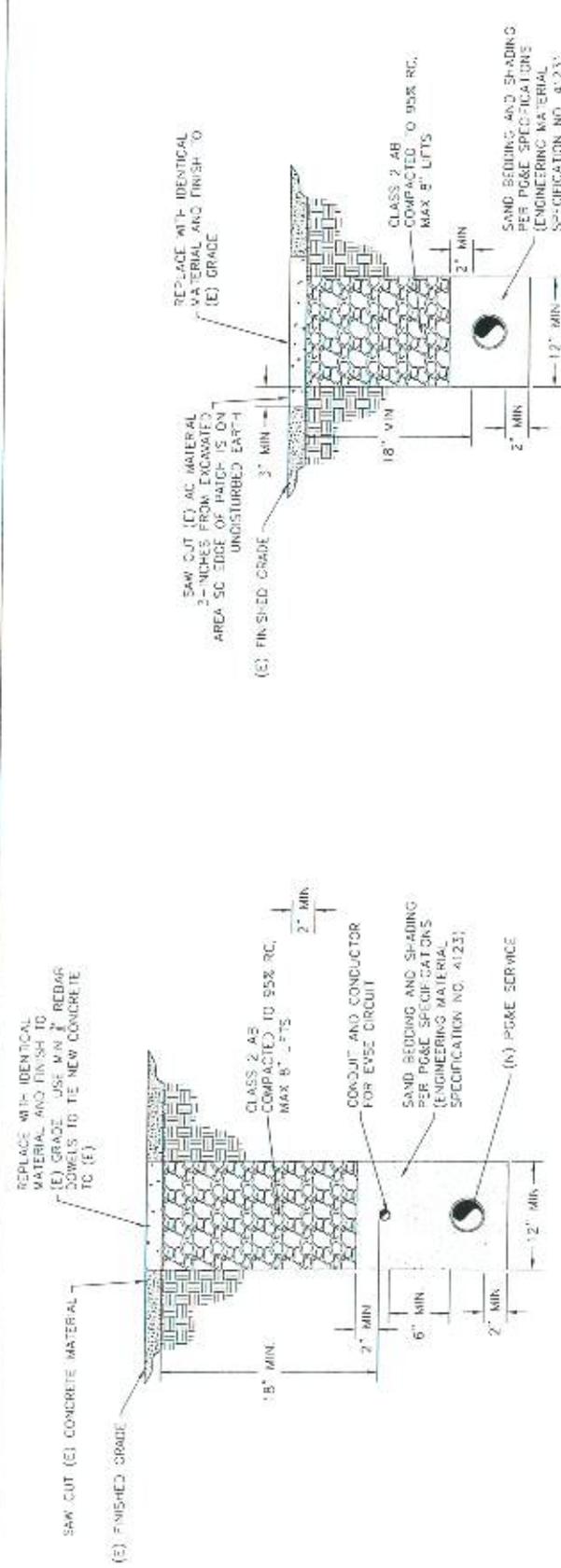


CLARENCE LUTON
 ENGINEER & ENGINEER
 4021 BULL HORN AVENUE
 REDDING, CA 96002
 707.533.4278
 WWW.CLEARENCE.COM

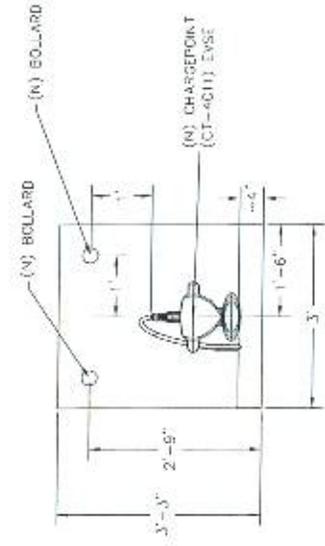
DATE: 04/18/2018
 DRAWN: JACOB
 CHECKED: JACOB
 APPROVED: JACOB
 DATE: 04/18/2018
 PROJECT: REDWOOD COAST ENERGY AUTHORITY
 SHEET: 1 OF 2

REDWOOD COAST ENERGY AUTHORITY
 ELECTRIC VEHICLE CHARGING STATION
 SINGLE LINE DIAGRAM AND CONSTRUCTION DETAILS
 BLUE LAKE CITY HALL, CALIFORNIA

DATE	BY	APP'D	ACT
04/18/2018	JACOB	JACOB	JACOB
SHEET		REVISION	
1			



1 COMBINED UTILITY TRENCH AND CUT/PATCH DETAIL (TYP)



3 EVSE AND BOLLARD CONCRETE PAD PLAN

CO:	
SD:	
NOTIF:	109240069
OTHER:	
SHT:	SHEETS
PM:	3110/624
REV:	

CONSTRUCTION DRAWING
 REPLACE TX, UG SVC FOR CUSTOMER PANEL UPGRADE
 111 GREENWOOD AVE., BLUE LAKE
 ANDY SORTER (707)633-4210
 PACIFIC GAS AND ELECTRIC COMPANY

EST:	J.VIEWEG
ADP:	C.PACE
SUPV:	A.PRICE
REP:	
PLNR:	
SCALE:	NIS
DATE:	01/21/15
PC:	4

VICINITY MAP



LEGEND



MAP N1212
 LIGHT LOADING
 BLUE LAKE SUB
 1102
 ASSD# 1102
 SSD# 1049
 SYM.AMPS: 4985A
 NON-CORROSIVE
 INSULATION: C
 J.VIEWEG
 707.445.5581

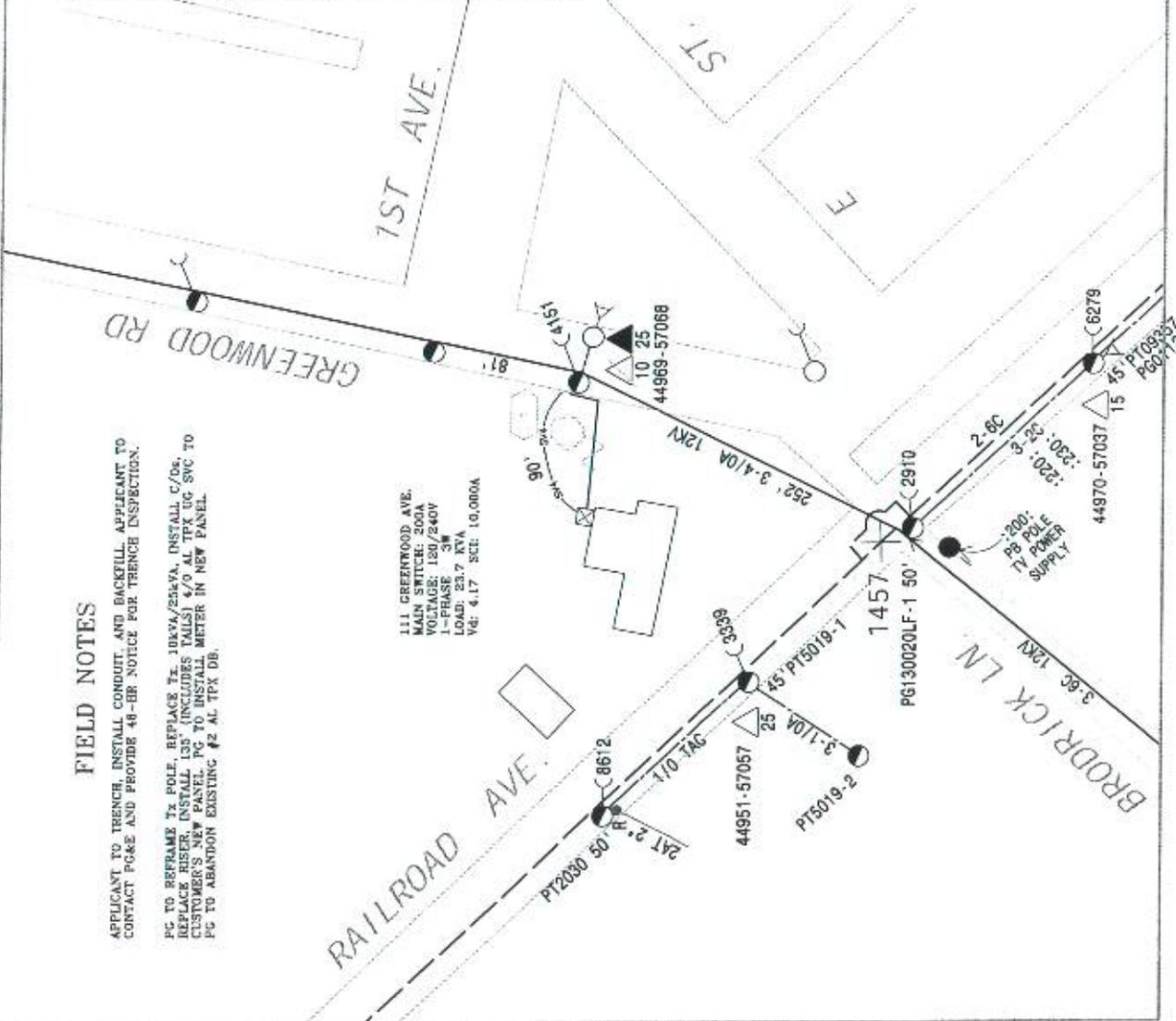


COORDINATE #	1146989-57068
LOADING DISTRICT	SUMMER INTERIOR
TX SIZE	25 KVA
KVA 1Ø	30.4
KVA 3Ø	0
% L.F.	34

FIELD NOTES

APPLICANT TO TRENCH, INSTALL CONDUIT, AND BACKFILL. APPLICANT TO CONTACT PG&E AND PROVIDE 48-HR NOTICE FOR TRENCH INSPECTION.
 PG TO REFRAME TX POLE, REPLACE TX, 10KVA/25KVA, INSTALL C/DG, REPLACE RESTR, INSTALL 135 (INCLUDES TAILS) 4/0 AL TPX UG SVC TO CUSTOMER'S NEW PANEL. PG TO INSTALL METER IN NEW PANEL.
 PG TO ABANDON EXISTING #2 AL TPX DB.

111 GREENWOOD AVE.
 MAIN SWITCH: 200A
 VOLTAGE: 120V/240V
 1-PHASE
 LOAD: 23.7 KVA
 VA: 4.17 SCEI: 10,000VA





CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Memorandum of Community Development Block Grant (CDBG)

Humboldt County Planning Department has been assisting the City with technical services in clearing California CDBG conditions so the City could move forward with the removal of architectural barriers at Perigot Park including Prash Hall access. Since we are moving towards construction, technical assistance will be required to monitor labor standard compliance as well as submit to CDBG whatever technical reports are required. The County has performed well and have the expertise to assist us in correctly administering the federal and state standards.

The cost of County service is charged to local CDBG funds on hand at the City.

I recommend your authorization of this amendment.

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HUMBOLDT
AND CITY OF BLUE LAKE TO PROVIDE
TECHNICAL ASSISTANCE WITH CDBG PROGRAM INCOME WAIVER**

This First Amendment to the Memorandum of Understanding, executed on June 12, 2014 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Blue Lake, a charter city, hereinafter referred to as "CITY," and collectively referred to as the "Parties," is entered into this ____ day of August, 2015.

WHEREAS, CITY currently has a Program Income waiver from California Department of Housing and Community Development ("HCD") Community Development Block Grant ("CDBG") for removal of architectural barrier and wishes assistance with project implementation; and

WHEREAS, CITY wishes to have COUNTY staff familiar with HCD regulations provide technical expertise and assist with various tasks, such as Program Income waiver assistance and answering HCD questions for the CITY; and

WHEREAS, HCD regulations permit CITY to contract with other governmental entities, such as a city or county, to provide technical expertise and assist with various tasks regarding their HCD Housing Programs; and

WHEREAS, on June 12, 2014, COUNTY and CITY entered into a Memorandum of Understanding regarding the provision of technical assistance with the CITY's CDBG Program Income waiver ("MOU"), for the period of May 8, 2014 to April 30, 2016; and

WHEREAS, the Parties desire to amend the MOU to expand the scope of work performed by COUNTY, which is currently set forth in Attachment A – Scope of Services, to include technical assistance and reporting during construction and post-construction.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby mutually agree as follows:

1. The MOU is hereby amended to delete Attachment A – Scope of Services in its entirety and replace it with the following:

ATTACHMENT A
SCOPE OF SERVICES

- A. COUNTY will assist CITY with implementing the HCD-CDBG Program Income Waiver for Removal of Architectural Barrier. This includes working with CITY staff to submit a Special Conditions Clearance package to HCD. The Special Conditions Clearance package will include all items as listed in HCD-CDBG letter dated December 13, 2013. This includes technical assistance and reporting during and post-construction. CITY and COUNTY will review state requirements and identify the most cost effective way to accomplish the following tasks:
 1. NEPA Environmental Documents. After research and review COUNTY may prepare documents, CITY staff may prepare documents, or COUNTY will prepare Request for Proposal (RFP) for a consultant to prepare documents.

2. Updated Program Income Reuse Plan. After discussions with CITY on options for Program Income Reuse, COUNTY will write Reuse Plan and related Guidelines.
3. Site Control. CITY will provide written evidence of site control.
4. All Funding Commitments. CITY will provide written evidence of all funding commitments.
5. Project Timeline and Estimates. CITY and COUNTY will work together to prepare a Timeline that will meet HCD-CDBG requirements.
6. No Change of Use Plan. CITY and COUNTY will work together to prepare a No Change of Use Plan that will meet HCD-CDBG requirements.
7. Procurement Package. COUNTY will work with CITY to prepare written procurement packages, as necessary.
8. Davis Bacon Compliance. COUNTY will provide expertise to help ensure CITY compliance, including on-site monitoring and HCD-CDBG reporting.
9. Section 504 Compliance. COUNTY will provide expertise to help ensure CITY compliance.
10. Compliance with all Loans and Agreements. COUNTY will review all loans and agreements with CITY staff, if so requested.
11. Citizen Participation and Board Approval for Use of PI Funds. CITY will provide evidence of public hearing and Board approval for use of Program Income funds.

B. General Administrative Tasks:

1. Regulatory Questions. COUNTY will provide technical assistance and answer general questions to assist CITY with interpreting HCD regulatory questions.
 2. Compliance Problems. If COUNTY becomes aware of any compliance problems, COUNTY staff will summarize the issues and submit a recommended course of action to CITY.
2. Except as modified herein, the MOU shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original MOU, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this ____ day of August, 2015:

COUNTY OF HUMBOLDT

CITY OF BLUE LAKE

By _____
 Kevin R. Hamblin
 Director Planning and Building Department

By _____
 John Berchtold
 City Manager

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 7/1/2015 Through 7/31/2015

119

Check Number	Check Date	Payee	Check Description	Check Amount
38670	7/2/2015	Advanced Security Systems	6/18/15 inv no 304733	180.00
38671	7/2/2015	Pierson Building Center	6/30/15 statement	123.82
38672	7/2/2015	Wahlund Construction, Inc.	6/29/15 inv #151501, 7/2/15 inv #151502	32,059.32
38673	7/2/2015	Sudden Link	2-Jul 2015 statements	203.90
38674	7/10/2015	John D. Berchtold	Employee: berchtoldj, Pay Date: 7/10/2015	2,443.97
38675	7/10/2015	Glenn R. Bernald	Employee: bernaldg, Pay Date: 7/10/2015	1,566.74
38676	7/10/2015	Alia C. Brookshire	Employee: brookshirea, Pay Date: 7/10/2015	127.57
38677	7/10/2015	Harold D. Burris	Employee: burrish, Pay Date: 7/10/2015	1,125.15
38678	7/10/2015	Courtney D. Dexter	Employee: dexterc, Pay Date: 7/10/2015	269.42
38679	7/10/2015	Sarah A. Fox	Employee: foxs, Pay Date: 7/10/2015	512.06
38680	7/10/2015	Michael A. Gibson	Employee: gibsonm, Pay Date: 7/10/2015	525.43
38681	7/10/2015	Sarah A. Gray	Employee: grays, Pay Date: 7/10/2015	485.16
38682	7/10/2015	Shannon A. Heavilin	Employee: heavilins, Pay Date: 7/10/2015	811.80
38683	7/10/2015	Vicki L. Hutton	Employee: huttonv, Pay Date: 7/10/2015	972.05
38684	7/10/2015	Jacob P. Meng	Employee: mengj, Pay Date: 7/10/2015	654.50
38685	7/10/2015	Logan J. Morrow	Employee: morrowl, Pay Date: 7/10/2015	1,005.29
38686	7/10/2015	Cameron S. Mull	Employee: mullc, Pay Date: 7/10/2015	1,218.30
38687	7/10/2015	Carly A. Paronelli	Employee: paronellc, Pay Date: 7/10/2015	59.67
38688	7/10/2015	April D. Sousa	Employee: sousaa, Pay Date: 7/10/2015	982.64
38689	7/10/2015	Jack C. Thompson	Employee: thompsonj, Pay Date: 7/10/2015	51.43
38690	7/10/2015	Amelia H. Tigner	Employee: tignera, Pay Date: 7/10/2015	465.14
38691	7/10/2015	Melissa M. Toledo	Employee: toledom, Pay Date: 7/10/2015	384.30
38692	7/10/2015	Hlaine N. Zeigler	Employee: zeiglere, Pay Date: 7/10/2015	557.31
38693	7/14/2015	Alliant Insurance Services	7/8/15 inv #360436 A&M spec event	306.00
38694	7/14/2015	Arcata Economic Develop. Corp.	7/15/15 business leader luncheon-Berchtold	35.00
38695	7/14/2015	ACWA/JPIA	7/1/15 inv no 0359901 Aug 2015	18,127.28
38696	7/14/2015	Access Humboldt	6/30/15 inv no 928	112.50
38697	7/14/2015	Blue Lake Casino	7/7/15 inv no 0002742-IN	465.00
38698	7/14/2015	AT&T	5-7/4/2015 billing statements	235.37
38699	7/14/2015	B & B Portable Toilet Co.	7/3/15 inv no 57300401	43.20
38700	7/14/2015	Blue Lake Rancheria	6/1/2015 inv no B15-086 partial	1,250.00
38701	7/14/2015	Employment Development Dept.	UI, ETT, SDI & PIT 7/10/15 PR	794.19
38702	7/14/2015	CA Department of Justice	6/30/15 inv no 109433	32.00
38703	7/14/2015	U. G. Cash & Carry	7/8/15 #111577, 6/15/15 #58.87 & 6/27/15 #108867	734.42
38704	7/14/2015	Crystal Springs Bottled Water	6/30/15 statement	55.00
38705	7/14/2015	Crystal Springs Bottled Water	6/30/15 statement	0.00
38706	7/14/2015	CA State Disbursement Unit	7/10/15 PR deductions - CS	155.53
38707	7/14/2015	Cal PERS	retirement pmt 7/10/15 PR	2,513.56
38708	7/14/2015	Nancy Diamond	7/1/15 statement	2,272.95
38709	7/14/2015	D & R Janitorial Service	7/1/15 statement - Jun Janitorial	295.00
38710	7/14/2015	Eureka Unified School District	6/9/15 picnic deposit refund - Washington 5th grade	100.00
38711	7/14/2015	Freedom Voice	7/1/15 statement	111.55
38712	7/14/2015	Cheryl E. Gunderson	6/30/15 inv no 2015-05-6/29/15 planning	100.00
38713	7/14/2015	GHD Inc.	6/30/15 inv no's 92811 & 92822	9,359.00
38714	7/14/2015	Humboldt County Sheriff's Dept	Aug 2015 animal shelter agreement	543.00
38715	7/14/2015	The Hilfiker Company	6/30/15 statement	156.60
38716	7/14/2015	Humb Bay Municipal Water Dist	Jun 2015 billing period	15,898.90
38717	7/14/2015	Hensel's Ace Hardware	6/30/15 statement	135.02
38718	7/14/2015	Intedata Systems	6/30/15 statement	60.00
38719	7/14/2015	Howard Kaufman	partial refund for 2015 Camp Perigot	228.00
38720	7/14/2015	McKinleyville Ace Hardware	6/30/15 statement	28.06
38721	7/14/2015	The Mill Yard	6/30/15 statement	82.15
38722	7/14/2015	Miller Farms Nursery, Inc.	6/30/15 statement	187.24
38723	7/14/2015	Mendes Supply Company	7/1/15 statement	109.92
38724	7/14/2015	Mobile Diesel Repair	7/1/15 inv no 3320	147.00
38725	7/14/2015	North Coast Laboratories LTD.	6/30/15 statement	475.00

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 7/1/2015 Through 7/31/2015

Check Number	Check Date	Payee	Check Description	Check Amount
38726	7/14/2015	NYLEX Net	7/7/15 inv no 715	135.00
38727	7/14/2015	Sherry Pavlich	neighborhood watch signs	32.00
38728	7/14/2015	Pacific Gas and Electric	6/25/15 statement	6,899.20
38729	7/14/2015	Personnel Concepts	6/5/15 inv no 9327923065	235.69
38730	7/14/2015	Redwood Coast Energy Authority	7/7/15 inv no RCEA-BL-SGC-23	1,191.25
38731	7/14/2015	John Roberts	Jun 2015 billing statement	534.00
38732	7/14/2015	Streamline Planning Consultant	7/3/15 inv no's 12706 & 12707	4,218.59
38733	7/14/2015	Solo Sports	6/12/15 inv no 9986	561.15
38734	7/14/2015	SHN	6/9/15 inv no 85529	598.75
38735	7/14/2015	Sequoia Personnel Services	7/6/15 inv no's 52306 & 52307	297.60
38736	7/14/2015	Phoebe P. Smith	partial refund for 2015 Camp Perigot	75.00
38737	7/14/2015	Tolar Manufacturing Co.	6/19/15 inv no 11119 - bus shelter	8,139.68
38738	7/14/2015	Terminix International	6/2/15 inv no 346340311	76.00
38739	7/14/2015	CA Building Standards Comm.	Apr-Jun 2015 CBSC qtrly fees	5.40
38740	7/14/2015	US Bank Equipment Finance	6/30/15 inv no 281942292	141.95
38741	7/14/2015	Verizon Wireless	5/22/15-6/21/15 inv no 9747687473	317.94
38742	7/14/2015	Wex Bank	6/30/15 inv no 41406925	64.78
38743	7/14/2015	ASCAP	2015 annual license fee-music	342.50
38745	7/24/2015	John D. Berchtold	Employee: berchtoldj; Pay Date: 7/24/2015	2,443.98
38746	7/24/2015	Glenn R. Bernald	Employee: bernaldg; Pay Date: 7/24/2015	1,404.08
38747	7/24/2015	Harold D. Burris	Employee: burrish; Pay Date: 7/24/2015	1,169.70
38748	7/24/2015	Courtney D. Dexter	Employee: dexterc; Pay Date: 7/24/2015	367.51
38749	7/24/2015	Sarah A. Fox	Employee: foxs; Pay Date: 7/24/2015	650.17
38750	7/24/2015	Michael A. Gibson	Employee: gibsonm; Pay Date: 7/24/2015	642.74
38751	7/24/2015	Sarah A. Gray	Employee: grays; Pay Date: 7/24/2015	584.68
38752	7/24/2015	Shannon A. Heavilin	Employee: heavilins; Pay Date: 7/24/2015	811.79
38753	7/24/2015	Vicki L. Hutton	Employee: huttonv; Pay Date: 7/24/2015	972.05
38754	7/24/2015	Jacob P. Meng	Employee: mengj; Pay Date: 7/24/2015	654.51
38755	7/24/2015	Logan J. Morrow	Employee: morrowl; Pay Date: 7/24/2015	1,140.21
38756	7/24/2015	Cameron S. Mull	Employee: mullc; Pay Date: 7/24/2015	1,218.30
38757	7/24/2015	Carly A. Paronelli	Employee: paronellc; Pay Date: 7/24/2015	89.43
38758	7/24/2015	April D. Sousa	Employee: sousaa; Pay Date: 7/24/2015	982.64
38759	7/24/2015	Jack C. Thompson	Employee: thompsonj; Pay Date: 7/24/2015	144.04
38760	7/24/2015	Amelia H. Tigner	Employee: tignera; Pay Date: 7/24/2015	562.72
38761	7/24/2015	Melissa M. Toledo	Employee: toledom; Pay Date: 7/24/2015	412.37
38762	7/24/2015	Kaileigh G. Welling	Employee: wellingk; Pay Date: 7/24/2015	66.31
38763	7/24/2015	Elaine N. Zeigler	Employee: zeiglere; Pay Date: 7/24/2015	581.39
38764	7/23/2015	Sequoia Personnel Services	7/13/15 inv no 52346 & 52347	976.50
38765	7/23/2015	Taylor's Landscaping Supplies	7/17/15 PO #4952	2,854.69
38766	7/23/2015	Jackson Lewis LLP	11/30/14 IN#6494246, 6/30/15 IN#6591139	1,110.50
38767	7/23/2015	John Berchtold	7/22/15 office supply reimbursement	59.11
38768	7/23/2015	Blue Lake Garbage Co.	6/3/15 inv no 35861 large item	725.35
38769	7/23/2015	Harold D. Burris	6/29/15 truck window reimbursement	182.50
38770	7/23/2015	Employment Development Dept.	UI, ETT, SDI & PIT pmt 7/24/15 PR	821.05
38771	7/23/2015	Humboldt Co. Sheriff's Office	Jul 2015 PR garnishment	141.28
38772	7/23/2015	CA State Disbursement Unit	07/24/15 PR deduction - CS	155.53
38773	7/23/2015	Cal PERS	retirement pmt 7/24/15 PR	2,428.64
38774	7/23/2015	Jacob Meng	safety boot reimbursement 2015	125.00
38775	7/23/2015	Courtney D. Dexter	7/20/15 supplies reimbursement	33.67
38776	7/23/2015	Independent Business Forms Inc	7/11/15 inv no 30346	104.41
38777	7/23/2015	US Bank Corp. Payment Systems	6/22/15 statement	1,644.30
38778	7/23/2015	PARSAC	7/1/15 IN#'s 16-5, 16-41, 16-72, 16-108	54,073.00
38779	7/23/2015	NH Recreation & Park District	7/17/15 pool facility rental SRP	290.00
38780	7/23/2015	Patricia S. Charley, Trustee	McClure-Right of Way-Agreement	50.00

Report Total

206,474.04

CITY OF BLUE LAKE

Disbursement Report for Month: July Year: 2015

Disbursements other than Checks

Description	Date	Amount
IRS 941 Disbursements through the Electronic Federal Tax Payment System (EFTPS)	07/10/15	\$4,650.04
IRS 941 Disbursements through the Electronic Federal Tax Payment System (EFTPS)	07/24/15	\$4,821.40
IRS 941 Disbursements through the Electronic Federal Tax Payment System (EFTPS)		
IRS 941 Disbursements through the Electronic Federal Tax Payment System (EFTPS)		
Total :		\$9,471.44

CITY OF BLUE LAKE
Refund Check Report

10:16:35 AM

7/30/2015

Page 1 of 1

Account #	Name	Address	Service Address	Refund	Check #
20362001	NORTON, MOSES		105 S RAILROAD	45.12	
			Deposit Applied:	152.00	
			Deposit Interest:	.00	
			Non-Deposit Credits:	.00	
20366101	SOLEIMANY, SINA		520 VANCE LK LN #D	56.34	
			Deposit Applied:	152.00	
			Deposit Interest:	.00	
			Non-Deposit Credits:	.00	
40491001	MOSCHETTI, MICHELE		241 I ST	24.61	
			Deposit Applied:	152.00	
			Deposit Interest:	.00	
			Non-Deposit Credits:	.00	
40540001	FLAMMINO, LIA		531 K ST	105.09	
			Deposit Applied:	152.00	
			Deposit Interest:	.00	
			Non-Deposit Credits:	.00	
00000000	CITY OF BLUE LAKE	P O Box 458		564.84	
		Blue Lake, CA			
			95525-0458		

Total number of checks: 5

Total Customer Refund Checks:	231.16
Total Of All Deposits Applied:	796.00
Total Of All Deposit Interest:	.00
Total Reimbursable Non-Deposit Credits Included:	<u>.00</u>
Total Of Checks Drawn On Bank:	796.00
(Less) - Total Customer Refund Checks:	<u>231.16</u>
Charges/Credits Paid By Deposit Acct.:	564.84

LAW OFFICES OF
NANCY DIAMOND

Nancy Diamond
ndiamond@ndiamondlaw.com

Tracy M. Boobar
tboobar@ndiamondlaw.com Facsimile: 707-826-8541

822 G Street, Suite 3
Arcata, California 95521
Telephone: 707-826-8540

Memorandum

To: Honorable Mayor and Members of the City Council
From: Nancy Diamond, City Attorney
Date: August 6, 2015
Re: City Manager John Berchtold, Amendment No. 3 to Employment Agreement

ACTION REQUESTED:

By Consent, approve Amendment No. 3 to Employment Agreement with John Berchtold for City Manager.

DISCUSSION:

Amendment No. 3 to the City Manager Employment Agreement implements the agreement reached between the Council and the City Manager concerning his employment status during the City Manager transition period. A summary of this agreement is as follows:

1. Beginning September 7, 2015, the City Manager will work from out of the area a minimum of 20 hours per week, up to 40 hours per week, at the hourly rate of \$46.27.
2. He will return to the area on January 4, 2016, and continue hourly status a minimum of 24 hours per week for at least four weeks.
3. Beginning September 7, 2015 when the City Manager begins hourly leave status, he will discontinue leave accrual, with the exception of state mandated sick leave.
4. The City Manager will receive a living allowance of \$400 per week, intended for household related living expenses.
5. The Agreement expires on April 1, 2016, however either the City or the City Manager may terminate the agreement on 15 days' advance notice.

**AMENDMENT NO. 3
TO CITY MANAGER EMPLOYMENT AGREEMENT**

This is an amendment ("Amendment") to that certain agreement between the City of Blue Lake, herein called "City", and John Berchtold, herein called "Manager," entitled *City Manager Employment Agreement*, effective June 24, 2010, amended on October 30, 2012, and on October 14, 2014 (collectively, "Agreement"). This Amendment is effective on August 11, 2015.

WHEREAS, Manager has been employed in good standing by the City since 2010 and desires now to retire in a manner that ensures a smooth transition for the City;

WHEREAS, Manager and the City seek to amend the Agreement to allow Manager to work remotely and part time through the end of the calendar year and return onsite to an increased amount of part time employment in January 2016 to assist in the City Manager transition.

1. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.
2. Employment Term. Section 2 of the Agreement, *Employment Term*, is modified to provide a contract termination date on April 1, 2016.
3. Termination. Beginning January 4, 2016, Section 3 of the Agreement, *Termination*, is modified as shown by the underscore and strike through in the following:

"a. City may terminate Manager's employment at any time with or without cause, with a 3/5 vote of the City Council, and by delivering written notice thereof to Manager; provided, however, that if termination is without cause, City shall first meet and confer with Manager about its intended action prior to issuing such notice. Such termination shall become effective ~~thirty~~ thirty five (30-15) calendar days from delivery if not for cause. Upon termination by City, Manager shall be entitled to compensation equal to the salary previously unpaid and accruing during the days elapsed prior to the effective day of termination, ~~plus the cash equivalent of all accumulated and unused vacation as of the effective day of termination.~~ Said compensation shall be computed by City's Auditor (or equivalent position of responsibility) at the rate applicable on the day notice of termination was given. ~~If termination is without cause and Manager is willing and able to perform the duties otherwise required of him by this Agreement, Manager shall in addition to the foregoing compensation be entitled to severance pay equal to four (4) months' salary computed at the current salary in effect at the time of notice; provided, however, if City and Manager mutually agree in writing to terminate this Agreement and/or enter into a new and different employment agreement superseding this Agreement in whole or in substantial part, Manager shall not be entitled to any severance pay.~~

b. During the term of this Agreement, Manager may of his own accord terminate this Agreement at any time by delivering to the Mayor his written resignation. Such resignation shall not be effective earlier than ~~forty five~~ fifteen (45 15) calendar days following delivery. Upon termination by resignation, Manager shall be entitled to compensation equal to the salary previously unpaid and accruing during the days elapsed prior to the effective day of resignation, ~~plus the cash equivalent of all accumulated and unused vacation as of the day the written resignation is delivered to the Mayor, but Manager will not accrue any additional~~

~~vacation as of the day the written resignation is delivered to the Mayor.~~ In addition, if Manager terminates this employment Agreement, Manager shall not be entitled to any severance pay. If Manager terminates this employment Agreement, Manager and City agree to cooperate to achieve a mutually acceptable procedure to assure a smooth transition to a new City Manager.

- c. c. The term “cause” as used in this section of this Agreement shall include:
- i. Willful breach of this Agreement, as interpreted pursuant to California Labor Code section 2924;
 - ii. Habitual neglect of the duties required to be performed by this Agreement, as interpreted pursuant to California Labor Code section 2924;
 - iii. Continued incapacity to perform the duties required under this Agreement, as interpreted pursuant to California Labor Code section 2924;
 - iv. Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude including, but not limited to, insobriety while at work;
 - v. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to the Office of City Manager or the City;
 - vi. Willful violations of City policies of a serious nature, including for example, City’s Sexual Harassment or “Drugs in the Work Place” policies; or
 - vii. The inability of Manager through sickness, accident, injury, mental capacity, health reasons or other incapacity to perform his duties for a period of sixty (60) days beyond any accrued sick leave.”

4. Time Devoted to Employment Activities. Section 6 of the Agreement *Time Devoted to Employment Activities*, is modified by the addition of the following sentence:

“During the time period from September 7, 2015 through January 3, 2016, Manager shall work no less than 20 hours per week, and shall work up to 40 hours per week total if requested by the Mayor. Beginning January 4, 2016, Manager shall work no less than 24 hours per week, up to 40 hours per week total if requested by the Mayor, and for a minimum of four weeks.”

5. Benefits. Section 8(b) of the Agreement, *Benefits*, is amended as follows:
- a. *Leave accrual.* Beginning September 7, 2015, Manager shall not accrue vacation, management or personal (“PPTO”) leaves. Sick leave shall accrue at the statutory minimum rate pursuant to Labor Code section 246 of one hour for every 30 hours worked.
 - b. *Conversion of unused sick leave.* Manager may convert up to five (5) days unused sick leave accrued as of September 6, 2015 to vacation leave.
 - c. *Vacation cash out.* On September 7, 2015, Manager shall be entitled to receive the cash equivalent of all accumulated and unused vacation leave as of September 6, 2015.
 - d. *Health Care Benefits.* The City hereby authorizes Manager’s application to the City’s health care provider, Association of Water Agencies (ACWA), for conversion of Manager’s medical

coverage from a HMO to a PPO. Said conversion authorization shall be effective September 7, 2015, and is specific to Manager and no other City employee.

- e. *Living Allowance.* Beginning January 4, 2016, and until separation from employment with the City, Manager shall receive a temporary living allowance of \$400.00 per week.
- f. *Benefits at Retirement.* Manager shall be entitled to retirement benefits consistent with City policies, including COBRA coverage for health care and dental and vision coverage for 18 months after the date of retirement.

6. Compensation. Section 10 of the Agreement, *Compensation*, is amended as follows:

- Beginning September 7, 2015, compensation for services shall be at the hourly rate of \$46.27.

The parties have executed this Amendment No. 3 effective on the date first above written.

MANAGER:

By: John Berchtold

Date: _____

CITY OF BLUE LAKE:

By: Michele McCall-Wallace
Its: Mayor

Date: _____

Attest: _____
April Sousa, Deputy City Clerk

Approved as to form:

Nancy Diamond, City Attorney



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Securing 650 Chartin Way

This property at 650 Chartin Way is currently owned by Select Portfolio located in Roswell, GA. This property is subject to an abatement order executed on June 15, 2015. The property has no water, sewer, garbage, or electrical service. It has been the location for many arrests and is known to be used by many transients.

Enclosed find a proposal from New Life Services in the amount of \$ _____ to secure the property. I recommend your budget appropriation of \$ _____ for this purpose. The City will attempt to recover these costs. It is critical to secure the property immediately.



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916

ORDER OF ABATEMENT

**Property: 650 Chartin Way, Blue Lake, CA
APN 025-111-001**

After hearing duly noticed held on May 20, 2015, and May 27, 2015, concerning the abatement of nuisance conditions existing at the real property referenced above (herein "Property"), the City Manager for the City of Blue Lake makes the following findings:

- A. The Building Code and Zoning Code violations identified in the Notice of Nuisance dated March 9, 2015, still exist on the Property.
- B. The Property owner has failed to commence abatement of the nuisance, or if commenced abatement, failed to prosecute abatement with due diligence.
- C. Water service to the Property was discontinued due to the non-payment of fees beginning May 19, 2015, and remains turned off.
- D. There is currently no sewer service to the Property.
- E. The Property is currently used for residential purposes.
- F. Residential occupation of the Property in its current condition without water or sewer services creates a threat to health and safety.

Based on the following findings, the City Manager orders the following abatement:

1. The Property shall be vacated immediately due to the lack of water and sewer services, and no residential use shall occur.
2. The Property shall be secured immediately as necessary to prevent further residential occupation until water and sewer services are restored and the Property is deemed habitable by the City.
3. All Building Code and Zoning Code violations identified in the Notice of Nuisance dated March 9, 2015, shall be abated within 30 days.
4. In the event the activities identified in Paragraphs 1 and 2 of this Order are not completed no later than five (5) business days after the date this Order becomes final, the enforcement official shall be empowered and authorized to take action to secure the Property from residential use.
5. In the event the activities identified in Paragraph 3 of this Order are not commenced, prosecuted or completed no later than thirty (30) business days after the date this Order becomes final, the enforcement official shall be empowered and authorized to abate the nuisance conditions as identified in said Paragraph 3.

Any aggrieved person may appeal this Order by filing a written Notice of Appeal with the City Clerk within ten (10) days after service and in accordance with Section 12 of Blue Lake Ordinance No. 457. This Order shall become final ten (10) days following service unless an appeal is taken to the City Council. The time limits set in this Order shall commence upon the date this Order becomes final. Executed this 15th day of June, 2015, in Blue Lake, CA.



John Berchtold
City Manager



COMMERCIAL CONTRACT WITH OWNER

THIS CONTRACT made and entered into this 6th day of August, 2015 by and between the City of Blue Lake, herein after called the "Owner" and New Life Service Co., herein after called the "Contractor".

We herewith submit proposal for labor and materials to be supplied at the request of the Owner, and located at 650 Chartin Way Blue Lake, Ca. 95525, according to the following terms and specifications.

As per attached proposal/Estimate and/or Description of Work:" CITY-BLUE-LAKE-TEMP-1".

1. Substantial Commencement of the above work shall begin on approximately 08-17-15.
2. Substantial Completion of the above work shall be on approximately 08-21-15.
Failure by the Contractor without lawful excuse to substantially commence work within twenty days from the approximate date specified in the contract when work will begin is a violation of the Contractors State License Law.
3. Total Contract Price shall be: \$ 3,461.04.
Payment is due in full upon Substantial Completion.
4. Total Down Payment: \$ 0.00.
5. This contract includes the terms and conditions attached as numbers 1 thru 15. The Owner, by executing this contract agrees to accept and comply with such terms and conditions.

Project Information:

Owner or Reputed Owner

Construction Lender

Bonding Company

Name

Name

Name

Mailing Address

Mailing Address

Mailing Address

Bond Number

Owner Signature

Contractor Signature *(Corporate Officer must sign)*

By _____

By _____

Date _____

Title _____

Owner Signature *(If more than one Owner)*

Date _____

By _____

Date _____

TERMS & CONDITIONS

1. **LABOR AND MATERIALS:** The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment and services necessary for the completion of work described in this Contract and in accordance with the plans (if any) and other Contract documents.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Contractor for any of the work in the Contract shall be required by the Contractor to maintain adequate worker's compensation (if applicable) and public liability insurance.
3. **WARRANTIES:** The Contractor shall warranty all labor and materials used in the performance of this Contract for a period of one (1) year from the date of acceptance by the Owner. Date of acceptance shall be considered thirty (30) days from the last day worked. Warranty shall not apply if final payment is not received.
4. **ADDITIONAL WORK:** Additional work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. **The Contractor's failure to comply with the above requirements does not preclude recovery of compensation for work performed based upon legal and equitable remedies designed to prevent unjust enrichment.**
5. **SUBSTITUTIONS:** No substitutions for materials specified in plans (if any) shall be made without prior approval from the Owner and in a written Change Order agreed upon by both parties.
6. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions, such conflict(s) shall be immediately called to the attention of the Contractor and Owner. Resolution of the conflict shall be in writing as approved by the Owner and Contractor.
7. **ACCESS:**
 - a. Owner will provide clear and continuous access to job site for the period when work is scheduled. Owner's telephone, electricity, toilet and water are to be made available to Contractor's use during the process of the work at no cost to the Contractor.
 - b. This Contract is based on the use of existing access to the contract area(s). Unless specifically indicated, no costs have been included for repairs to driveway, shrubs, walls, and trees. Contractor will use normal care and procedure in moving material through finished areas and across lawns.
 - c. This Contract is based on being completed during normal working hours.
8. **WORK:**
 - a. All work will be performed in accordance to standard building practices for the particular trade involved in this local area. "Zero defects" work is not implied by any warranty involved or promised.
 - b. Any matching will be done as close as possible from existing local sources. Perfect match is not implied by any warranty involved or promised.
 - c. Contractor is authorized to display his sign until completion of work.
 - d. Contractor will remove all construction debris from site and leave site in a broom-clean condition following completion and repairs. Any salvage belongs to the Contractor unless stated specifically in writing.
 - e. No guarantee will be given for roof repairs or coating, cracking, crazing of concrete, plaster or tile.
 - f. When handling items damaged by SMOKE, WATER or other Peril, New Life Service Co. does not guarantee the successful restoration of any particular item and is not responsible for damage that occurs as a natural or foreseeable consequence of the condition being treated.
 - g. Repairs or replacements specified herein relate to fire, vandalism, or water damaged areas and do not cover pre-existing deficiencies unless specifically stated. In the event that New Life Service Co. is responsible for damage to or loss of owner's personal property, New Life Service Co., will be responsible for the actual cash value only.
9. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
10. **HOLD HARMLESS CLAUSE:** The Owner shall hold harmless and indemnify the Contractor, its officers and employees from; Any injury to person(s) or property sustained by any person(s), firm or corporation(s), employed directly or indirectly by the Owner and/or conducting business with the Owner upon or in connection with performance under this Contract, however caused; unless proven to be caused by the sole negligence of the Contractor.
11. **PERMITS AND INSURANCE:** The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses, and permits as are required for the work and by law, in connection with the work to be completed under this Contract.
12. **CANCELLATION:** Cancellation of this Contract before work is completed will necessitate purchaser paying any and all costs sustained, plus 10% overhead and 10% profit.
13. **MATERIALS:** All materials will be of standard stock unless otherwise specified in writing.
14. **PAYMENT:** All Payments are due in full upon substantial completion of Contract work; any Change Order(s) incorporated into this Contract are due in full upon substantial completion of work described in Change Order(s). Any unpaid balance after thirty (30) days will be assessed a 2% per month (minimum of \$1.00) charge.
15. **NON-PAYMENT:** In the event of non-payment for all or part of the amount due for services rendered, Contractor shall be entitled to recover from Owner all reasonable attorney's fees and cost of collection and suit incurred.

I have read and understand the Terms and Conditions set forth

Owner Initials



New Life Service Company

P.O. 3579
Eureka, CA 95502
Restorative Drying & Restoration Services
CA Lic #437846 Fed I.D. 94-271-5596

Client: The City of Blue Lake
Property: 650 Chartin Way
Blue Lake, CA 95525

Business: (707) 668-5655

Operator: MATTH

Estimator: Matthew House
Position: EmergencyServicesManager
Company: New Life Service Co.
Business: PO Box 3579
Eureka, CA 95502

Business: (707) 444-8222
E-mail: matth@nlsco.com

Type of Estimate: Temporary Repairs
Date Entered: 7/23/2015

Date Assigned:

Price List: CAEU8X JUL15
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY-BLUE-LAKE-TMP1
File Number: 15-0371-TMP

This is an estimate to board up a home at the request of the city of Blue Lake, Ca. No repairs, debris removal, or other services are included in this estimate. Prevailing wage applies.

P.O. 3579
 Eureka, CA 95502
 Restorative Drying & Restoration Services
 CA Lic #437846 Fed I.D. 94-271-5596

CITY-BLUE-LAKE-TMP1

CITY-BLUE-LAKE-TMP1

DESCRIPTION	QTY	UNIT PRICE	TOTAL
(Material Only) Sheathing - plywood - 1/2" CDX 16 sheets of 1/2" CDX plywood	16.00 SF @	35.00 =	560.00
Torx-Drive wood screws Six boxes of 50 each 12mm x 2.875-in Coated Torx-Drive Structural Wood Screws. Each 4x8 sheet will require 12-14 screws.	6.00 EA @	15.19 =	91.14
(Material Only) 2" x 4" x 8' #2 & better Fir / Larch (material only)	8.00 EA @	3.42 =	27.36
Carpenter - General Framer - per hour Two carpenters x 8 hours each to cut and install plywood over doors and windows to secure home.	16.00 HR @	137.45 =	2,199.20



New Life Service Company

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Summary

Line Item Total	2,877.70
California Lumber Assessment Fee	0.39
Material Sales Tax	6.11
Subtotal	2,884.20
Overhead	288.42
Profit	288.42
Replacement Cost Value	\$3,461.04
Net Claim	\$3,461.04

Matthew House
EmergencyServicesManager



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916



To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 11, 2015
Subject: Appointment of City Clerk

Consistent with approval of the City Clerk/Utility Revenue Clerk/Permit Processor classification approved by City Council on July 28, 2015, I recommend appointment of filling the position. **I recommend that City Council appoint April Sousa, Deputy City Clerk, to the City Clerk position.** I am prepared to re-classify her immediately.

Please contact me with any questions.



CITY OF BLUE LAKE

Parks and Recreation

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.4352



Aug. 6, 2015

Annual Operating Cost of Gymkhana Horse Arena (Pro-Forma)

- Parks & Rec Director time: \$2,555
- Public Works time: \$3,330
- Front Office Staff: \$283
- Water: \$1,700
- Fire District Taxes: \$108

Total: \$7,976

+ 10% overhead (insurance, supplies, etc)

TOTAL = \$8,774

12a

Cameron Mull
Director of Parks and Recreation
City of Blue Lake
668-5655
cmull@bluelake.ca.gov



CITY OF BLUE LAKE

Parks and Recreation

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
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Aug. 6, 2015

Blue Lake Parks & Recreation Grants & Donation Revenue: **1/2015-7/2015**

- Summer Camp Grants (HAF: \$500 & Humboldt Sponsors: \$1,000): \$1,500
- Safety Grants from PARSAC (2@ \$4,000 ea): \$8,000
- Donations/ sponsorships from businesses, non-profits, individuals: \$8,096
- Donation by Patricia Powell for Prash Hall's party room: \$13,187.29
- Donation by St. Joe for new play structure: \$6,664.56

TOTAL: \$37,447.85

Cameron Mull
Director of Parks and Recreation
City of Blue Lake
668-5655
cmull@bluelake.ca.gov