



Blue Lake City Council Agenda

Tuesday, August 25, 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. Resolution No.1062: A Resolution of the City Council of the City of Blue Lake Approving Coverage of All Officers and Employees Under One Master Faithful Performance Bond (Action)
5. Memorial for Former Councilmember Lana Manzanita
6. Public Safety Commission: Public Safety Education Brochure Content for Council Approval (Action)
7. Grand Opening of Party Room at Prasch Hall (Discussion/Direction)
8. Prioritizing of City Manager Projects (Action)
9. Consent Agenda (Approve)
 - a. Minutes from August 11, 2015
 - b. Amendment to Engineer Agreement for Perigot Park Project
 - c. Acknowledgment of City Engineers Certification of Improvements of Rousseau Minor Subdivision APN 025-035-006/2013
 - d. Rural Water Loan for SCADA System
 - e. Agreement with Streamline Planning Consultants
10. Reports of Council and Staff
11. Future Agenda Items
12. Correspondence
 - a. City Attorney Nancy Diamond re: Blue Lake Power Default on Lease
 - b. Darcy Lima re: Horse Arena Funds
13. 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 25, 2015
Subject: Resolution No.1062: A Resolution of the City Council of the City of Blue Lake Approving Coverage of All Officers and Employees Under One Master Faithful Performance Bond

Upon the elevation of the Deputy Clerk to Clerk, I asked April to obtain fidelity bond coverage for the clerk.

To accomplish this as to clearly provide blanket coverage for all employees, adoption of Resolution 1062 is in order. Adoption of this resolution also covers this City now and forever more without further action.

This is not to say that we haven't had coverage. We do. This is a bet management practice.

The fidelity bond provides \$1 million coverage and covers all employees, including City Clerk and Treasurer. It covers the following:

Public Employee Dishonesty including Faithful Performance of Duty. This provides coverage for loss of money, securities and other tangible property with intrinsic value resulting from Employee Dishonesty. It includes loss resulting for the failure of any employee to faithfully perform duties as prescribed by law.

Forgery or Alteration. This provides coverage for loss by forgery or alteration of any checks, drafts, promissory notes or similar written promises, orders or directions to pay money that are made or drawn upon your accounts by your or someone acting as your agent. Coverage is provided for losses caused by persons other than your employees.

Theft, Disappearance and Destruction. This provides coverage for losses by theft, disappearance and destruction of Money and Securities inside the premises or banking premises, or outside the premises in the care and custody of a messenger. Coverage is provided for losses cause by persons other than your employees.

Computer Fraud. Provides coverage for losses of your money, securities and other property by computer fraud. This coverage protects your money, securities and other property for theft which follows and is directly related to the use of any computer to fraudulently cause a transfer of that property form inside your premises or a banking premise to a person or place outside those premises. Coverage is provided for losses caused by persons other than your employees.

RESOLUTION NO. 1062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE
APPROVING COVERAGE OF ALL OFFICERS AND EMPLOYEES UNDER ONE
MASTER FIATHFUL PERFORMANCE BOND

WHEREAS, prior to January 1, 1997, the California Government Code required that city clerks and city treasurers be individually bonded; and,

WHEREAS, City Councils also had the authority to require bonds of other officers or employees; and,

WHEREAS, California Government Code Section 1481 was amended January 1, 1997 with Assembly Bill 3472 to extend master bonding provisions to cities; and,

WHEREAS, Assembly Bill 3472 require the City Council to adopt a resolution approving coverage of all their officers and employees under one master bond; and,

WHEREAS, approval of such resolutions eliminates the necessity of writing bonds on specifically named individuals for their term of office, reducing bother cost and paperwork.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Blue Lake, California authorizes the coverage of all their officers and employees under one master bond.

PASSED, APPROVED AND ADOPTED on this 25th day of August, 2015.

Ayes:

Nays:

Absent:

Abstain:

Attest:

Mayor, City of Blue Lake

City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 1062 passed and adopted at a regular meeting of the City Council of the City of Blue Lake held on the 25th day of August, 2015, by the following roll call vote:

Ayes:

Nays:

Absent:

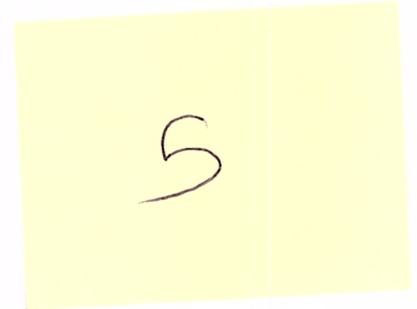
Abstain:

City Clerk



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To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 25, 2015
Subject: Memorial for Former Councilmember Lana Manzanita

This item has been placed on the agenda to discuss what City Council would like to do regarding a memorial for Lana Manzanita. I have been informed that a Memorial Service will be held in Blue Lake in October.

Some options to consider:

- City Council Resolution
- City Council Attendance at the Memorial
- Memorial Tree
- Other

My wife and I had the opportunity to get to know Lana during our travels to League of City Meetings. I remember her saying distinctively how much she loved the trees found in Humboldt. (as opposed to the high desert where she once lived).

I hope this information proves helpful.



KEEPING BLUE LAKE SAFE WHAT CAN YOU DO?

We can all help make our community safer by working together with our neighbors and the Humboldt County Sheriff's Office. Connecting with your neighbors to watch out for each other does more than just deter crime – it strengthens the whole community and can be a lot of fun to boot. Working together, we CAN make a difference!

The City of Blue Lake contracts with the Humboldt County Sheriff's Office. With that contract, we have two deputies assigned to work in Blue Lake a portion of every day of the week and we also have Sheriff Dept. coverage 24 hours a day, every single day. It's the best of both worlds – assigned deputies that are familiar with our community plus round the clock coverage. But they can't do it alone – they need our help.

WHAT CAN I DO TO HELP PREVENT CRIME IN MY NEIGHBORHOOD?

- The first and most important thing is to simply meet your neighbors, even if all you do is introduce yourself and wave when you drive by.
- Next, get organized with your neighbors with Neighborhood Watch or a similar program. Neighborhood Watch is sponsored by the Sheriff's Office, and provides information, training and support to neighborhood groups. If you are interested forming a Neighborhood Watch group, contact Blue Lake City Hall or 839 xxxx for more information.
- Report all crimes and suspicious activity to the Sheriff.

REPORT IT – IF YOU DON'T, NOTHING WILL CHANGE

The Sheriff can only respond to things they know about. One of the biggest problems in Blue Lake is that suspicious activity and even many actual crimes are simply not reported to the Sheriff. It is far better to report something that you are concerned about and have it turn out to be nothing, than to not report it and find out that a crime was committed against one of your neighbors.

If you don't report it, you support it.

WHAT IS SUSPICIOUS ACTIVITY?

If you see something that you feel uneasy about, don't ignore your feelings! *Report it!* Some suspicious behaviors are:

- Someone running from a building or car.
- Strangers removing things from residences or closed businesses.
- People on foot or bikes wandering around a neighborhood aimlessly.
- People looking in the windows of cars or buildings.
- Someone knocking on the door and asking if you know somebody (scoping the house).
- Strangers going into the side or back yard of a neighbor's house when they aren't home or at night.
- Someone going into a residence through a window or forcing a door or gate.
- Cars driving slowly at night with lights off.
- Noises like glass breaking, alarms, yelling or screaming, gunshots (call 911)
- Many short stay visits to a house or building (possible drug activity).
- Someone offering to sell you something at a ridiculously low price.
- Abandoned vehicles or bikes.

WHAT SHOULD I LOOK FOR?

As citizens, we can be the eyes and ears of the Sheriff - the more information they have, the more effective they can be. As soon as possible after an event or even while it is happening, write down everything you noticed. Don't rely on remembering it later, especially in a stressful situation.

- Note the time, how long it took, and exactly where it happened.
- Regarding people, note sex, age, hair color and length, any facial hair, approximate weight and build, any tattoos or piercings.
- Describe clothing starting from the bottom: try to see their shoes, then pants, then top – jackets, shirts and hats are easily changed.
- Note the direction they were going.
- For vehicles, try to see the license number or even a part of it, kind of car, color, number of doors, any stickers or damage that could help identify it.

WHO DO I CALL?

Call 911 for all life-threatening emergencies:

- Fire
- Robbery
- Rape
- Someone trying to enter your home
- Child being abused at that moment
- Missing child
- House broken into and suspect may still be there
- Gunfire plus screams or yelling
- Yourself or someone else being assaulted
- Car that has just been stolen
- Vehicle accident more than “fender bender”

Call 445-7251 Humboldt County Sheriff's Office business line and dispatcher for non-emergency situations. Let the dispatcher know you are calling from Blue Lake.

- Home burglary after the act
- Vehicle break-in after the act
- Stolen property or vehicle after the act
- Suspicious person in neighborhood
- Apparent drug deal or activity
- Vandalism or graffiti
- Victim of assault after the act
- Illegal camping (on property or in vehicle)
- Suspected child or elder neglect or abuse
- Suspected animal abuse
- Barking or aggressive dogs or animals
- Aggressive panhandling
- Loud parties
- Fraud of any kind (identity theft, phone scam, mail theft)

You can also report non-life threatening situations with the TIP Line xxx-xxxx or On Line at xxx.xxxxx.org



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To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 25, 2015
Subject: Grand Opening of Party Room at Prasch Hall

City Council requested said agenda item to discuss logistics of celebrating the rehabilitation of the Party Room at Prasch Hall. Staff recommends the following:

- A Friday night celebration that coincides with open skate (brings more people together)
- Skating at no charge (as part of the celebration)
- Recognition of Patricia Powell as the donor (Patricia is available on Friday evenings)

Please contact me with any questions.



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To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 25, 2015
Subject: Council Priorities for City Manager during Transition

Enclosed find my recommendations regarding priorities for the City Manager during the transition process. To simplify, I have listed them by groups:

- A: Highest Priorities
- B: Lower Priorities
- C: Lowest Priorities

I will be happy to answer any questions that you may have.

A: Highest Priorities

- Work with Vicki and accountant to close out 14-15 and review financials for 15-16
- Implement Perigot Park grant
- Obtain PARSAC safety grants
- Process grant paperwork/Coordinate staff on Power's Creek Grant
- Close out Rousseau subdivision (Save planner cost)
- Implement bus shelter grant (time limited)
- Complete Emergency Plan update: to clarify, the goal is to make certain the Ordinance and the Plan agree. The Plan needs housekeeping updates.
- Assist with recruitment of City Manager
- Monitor Blue Lake Power Issues
- SCADA project implementation
- Implement HCAOG Grant for S. Railroad
- Implement Codification efforts
- Prepare development agreement with Brewery for sewer capacity

B: Lower Priorities

- Provide support for Sheriff negotiations (January, 2016)
- Monitor accounts receivable (major ones)
- Resolve nuisance for Thompson property
- Commence review of Personnel Policies (PARSAC funded)
- Negotiate Little League lease

C: Lowest Priorities

- Push County for grant funding for levee repairs
- Close out Potter site plan

9a

City of Blue Lake
City Council Regular Meeting
Skinner Store – 111 Greenwood Ave., Blue Lake, CA
August 11, 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 Attorney Nancy Diamond

Motion to Approve the Agenda

Mayor McCall-Wallace asked the public and council about changing the agenda order. The Consent Agenda (Item 11) was discussed. Items d,h, and i were pulled from the Consent Agenda.

Councilmember Jones *motioned to approve the agenda changing the order to: 3, 4, 11h, 11d, remaining Consent Agenda (11), 12 (Reports of Staff), 10, 5, 6, 11i, 7, 8, 9, 12 (Reports of Council), 13, 14, 15* Councilmember Sawatzky seconded. The motion carried unanimously.

Public Input

None

Blue Lake Community Church: Request for Directional Signs

Councilmember Sawatzky recused himself from this item.

City Manager Berchtold gave an update and overview on the item.

Protocol of how these items are dealt with was discussed. It was noted that this should go to the Planning Commission first.

Pastor Kerry Houston was available to answer questions.

There was councilmember support for the idea, and cautiousness of the number of signs to be put up in town.

After discussion, Councilmember Kullmann *motioned to refer this item to the Planning Commission.* Councilmember Lynch seconded. The motion carried with the following vote:

Ayes: Kullmann, Lynch, Jones

Nays: McCall-Wallace

Abstain: none

* Sawatzky recused from action item

Contract with New Life Services Company: Securing 650 Chartin Way

City Manager Berchtold gives an overview of the property and the abatement process as it stands at the time of the meeting.

Due to the current state of the property, City Manager Berchtold recommended that the property be secured. The City will attempt to recuperate the cost.

Members of the public gave positive input for this action.

Clarification was made that securing the house is the next step in the abatement process so that it will not be accessible.

Councilmember Kullmann *motioned to approve the contract with New Life Services to secure the property at 650 Chartin Way.* Councilmember Sawatzky seconded. The motion carried unanimously.

Memorandum of Understanding Redwood Coast Energy Authority (RCEA)

City Manager Berchtold explained to council why this Memorandum of Understanding (MOU) was in front of Council. It was noted that the work has been completed, and the council approved a previous MOU. The original MOU included a wall mounted unit, but it was determined this unit was not feasible. Instead a pedestal unit was installed. The terms are the same, but the new MOU reflects the exact work that was completed.

City Attorney Nancy Diamond passed out a copy of the new agreement, as the original was placed in the Council Packet.

It was noted that there is coverage for indemnity that back covers the work that was done.

It was noted that City Attorney Diamond represents both the City and RCEA, and that both entities had signed waivers to allow this.

Councilmember Kullmann *motioned to accept the amended and restated agreement with RCEA and the City of Blue Lake.* Councilmember Lynch seconded. The motion carried unanimously.

Consent Agenda

Councilmember Kullmann *motioned to accept the remaining Consent Agenda item a: Minutes from July 28, 2015, item b: Classification of Assistant City Manager/Business Officer Supervisor and Pay Plan Amendment, item c: Department of Transportation Agreement – Railroad and E project, item e: Memorandum of Understanding for Community Development Block Grants, item f: Warrants/Disbursements July 2015, and item g: Amendment to Employment Agreement: City Manager.* Councilmember Sawatzky seconded.

City Manager passed out Resolution 1061 that went along with item c. Item 11c was pulled from the Consent Agenda.

Councilmember Kullmann *amended the motion striking item c from the list of accepted Consent Agenda items*. Councilmember Sawatzky seconded the amended motion. The motion carried unanimously.

Department of Transportation Agreement – Railroad and E Project

Mayor McCall-Wallace read Resolution 1061. Councilmember Jones asked clarifying questions regarding the timeline of the project.

Councilmember Jones *motioned to accept Resolution 1061 and the Department of Transportation Agreement, by title only*. Councilmember Kullmann seconded. The motion carried unanimously.

Reports from Staff

City Manager Berchtold read the staff reports given by Parks and Recreation Director Cameron Mull. One report was on the Horse Arena/Gymkhana maintenance costs (not including the current repairs necessary). The other report was on grants and outside funding received so far. The donation from Patricia Powell was sited. Acknowledgment and grand opening of the Party Room to show appreciation was asked to be placed on the next agenda.

City Attorney Diamond gave a brief report on the status of Blue Lake Power. Currently, the City has filed a Utility Lien for the default on the Utility Accounts.

Blue Lake Power is currently late on their lease payment. According to the lease, they get 30 days to cure this after notice.

City Attorney Diamond mentioned their financier is also on notice.

It was noted that when the lease was entered into, the security is on the property, not in any non-permanent equipment.

Council asked for an update to be on a future agenda.

SCADA System for Water Facilities – Monitoring Agreement with Humboldt Bay Water District (HBMWD) and Proposal from DAQOTA Systems, Inc.

City Manager Berchtold gave background information on SCADA and the agreement as a reminder to Council and the public.

It was noted that because of the small Public Works staff at the City of Blue Lake, it is important to have a consistent source for monitoring.

Paul Helliker, General Manager for HBMWD and Carol Rische, retired General Manager of HBMWD, were available to answer any questions.

Clarifying Questions were made regarding the budget for this. City Manager Berchtold mentioned the Rural Water Fund Loan for \$100,000 for 10 years, which has a 3% interest.

It was noted that if the City chose not to go with the monitoring agreement, the City would need to hire a technician who would already know the SCADA system.

There was concern regarding the budget with Blue Lake Power not operating at this time. It was noted that the loan would help cash flow.

Carol Rische mentioned that if the City ever felt they did not need this collaboration in the future, the agreement could be terminated. If the City needed more technical assistance, the mutual aid agreement already in place would work. The investment would not be wasted.

Councilmember Jones *motioned to enter into monitoring agreement with Humboldt Bay Municipal Water District (HBMWD)*. Councilmember Kullmann seconded. The motion carried unanimously.

Councilmember Kullmann *motioned to accept proposal from DAQOTA system and approve the City Manager to apply for the Rural Water Loan*. There was no second. The motion died.

Councilmember Lynch *motioned to accept the proposal from DAQOTA System upon approval of Rural Water Loan application*. There was no second. The motion died.

Councilmember Sawatzky suggested that the City purchase the system outright, and not apply for the loan.

City Manager Berchtold stated that he wouldn't recommend this because the City may need the cash reserves in case of emergencies.

Councilmember Jones *motioned to accept the DAQOTA System and approve the City Manager to apply for the Rural Water Loan immediately*. Councilmember Kullmann seconded. The motion carried with the following vote:

Ayes: McCall-Wallace, Kullmann, Lynch, Jones

Nays: Sawatzky

Abstain: none

Absent: none

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

Councilmember Kullmann *motioned to accept Resolution No. 1059 by title only.* Councilmember Sawatzky seconded. The motion carried unanimously.

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

Councilmember Kullmann *motioned to accept Resolution No. 1060 by title only.* Councilmember Lynch seconded. The motion carried unanimously.

Appointment of City Clerk

Councilmember Jones *motioned to appoint April Sousa, Deputy City Clerk, to the position of City Clerk.* Councilmember Sawatzky seconded. The motion carried unanimously.

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

Clarification was made that this Ordinance covers any industrial wastewaters, not just that of Mad River Brewery.

Councilmember Kullmann *motioned to adopt Ordinance 513 by title.* Councilmember Jones Seconded. The motion carried by the following roll call vote:

Ayes: McCall-Wallace, Kullmann, Lynch, Jones

Nays: none

Abstain: Sawatzky

Absent: none

Prioritization of City Manager Recruitment

Councilmembers rated a list of current City Manager Projects.

After discussion, Council asked that City Manager Berchtold give input on the current projects.

Mayor McCall-Wallace suggested that City Manager Berchtold bring feedback to the next meeting and to put this item on the agenda.

9:04 check in – consensus that the agenda should be able to finish close to 9:30 p.m.

City Manager Recruitment Issues

Mayor McCall-Wallace gives an update on the status of the brochures and advertising. The brochures will be available at the next meeting. Recipients of the brochures were discussed. It was approved by consensus for a letter to be written to accompany the brochure.

Council and City Manager Reports

Councilmember Jones reported that the next Humboldt Waste Management Meeting wasn't until September. The City wide yard sale would be Saturday, August 15, 2015 from 10 a.m. – 5 p.m. She also mentioned the film, “Woodshock” that was just shot in Blue Lake.

Councilmember Lynch reported on a horse incident mentioned on Nextdoor.

Councilmember Kullmann – none

Mayor McCall-Wallace reported that a Humboldt County Association of Governments (HCAOG) meeting was coming up. She reported on the Public Safety Commission. She has also recently checked in with the Sheriff Deputies, and the new designated Deputy, Seth Crosswhite, seems to enjoy being in Blue Lake. She also mentioned that the Sheriff Deputies are aware and on top of the transient issues in Blue Lake.

Councilmember Sawatzky – none

Future Agenda Items

- Acknowledgment of Patricia Powell Donation and Grand Opening Party Room
- Blue Lake Power Update

Correspondence

There was a correspondence from former Councilmember and Blue Lake Resident, Sherman Schapiro, which was originally brought to the Public Safety Commission meeting the day before. Mayor McCall-Wallace gave an update on the matter being discussed in the letter.

Mayor McCall-Wallace gave another reminder to Councilmembers to be careful of social media sites, such as Nextdoor, and conversing on them as three (3) members conversing on the same thread in one way or another is considered a “meeting.”

Motion to Adjourn

Councilmember Kullmann *motioned to adjourn*. Councilmember Sawatzky seconded. The motion carried unanimously. Meeting adjourned at 9:26 p.m.

April Sousa,
City Clerk



CITY OF BLUE LAKE

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Phone 707.668.5655 Fax 707.668.5916

9b

To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 25, 2015
Subject: Amendment No. 1 to Original Agreement dated April 13, 2015 for Engineer Services for Perigot Park CDBG Project

This amendment covers the traditional engineering services related to inspection and project administration during the construction phase. CDBG funds will cover these expenditures.

I recommend approval.



GHD Project No. 8411875

**Amendment to
Agreement between Client and Consultant**

Amendment No.1 to original Agreement dated April 13, 2015 between GHD Inc. (Consultant) and The City of Blue Lake (Client).

Project: Perigot Park CDBG Project.

Client hereby requests and authorizes Consultant to perform additional and/or revised services as set forth in this Amendment.

Scope of services as set forth below or in specified attachment(s).

GHD will assist the City of Blue Lake with additional bidding assistance and construction services for the Perigot Park CDBG Project. The following task defines our scope of services:

Task 1 – Bidding Assistance

- Prepare the bid advertisement and publish in the local paper;
- Circulate bidding information to perspective bidders and maintain plan holders list;
- Assemble, print and distribute Construction Documents;
- Organize and conduct the prebid meeting;
- Issue addenda;
- Participate in the public Bid Opening;
- Verify bonding, insurance and contractor qualifications;
- Prepare Notice of Award;
- Prepare and assemble Contract; and
- Prepare Notice to Proceed.

Task 1 Deliverables: Copies of documentation will be provided in electronic format (doc, pdf, or dwg).

Task 2 – Construction Services

- Review of material submittals and shop drawings;
- Provide material testing and review for conformance with the specifications;
- Monitor construction schedule and working days;
- Respond to requests for information (RFIs); and
- Prepare contract change orders (CCOs);
- Prepare Notice of Completion and file with the County;
- Review record drawings (redlines) submitted by the contractor; and
- Provide organized copies of all project records for file (*hardcopy and electronic format.*)
- Provide periodic site visits to review progress of work (up to 36 hours assumed).

Task 2 Deliverables: Copies of documentation will be provided in electronic format (doc, pdf, or dwg).



GHD Project No. 8411875

ASSUMPTIONS AND EXCLUSIONS

The nature and extent of the services provided will depend on requests of the County and City, actual field conditions, contractor characteristics and other factors. The initial budget identified below is intended as an allowance for providing the as requested services.

This scope of services is based on the tasks described above which are anticipated for the project, and the following assumptions:

- This scope does not include full-time construction observation services;
- This scope does not include assistance with any labor standards compliance monitoring or audits;
- This scope does not include design modifications;
- Should additional services not identified in this scope be requested or required, they can be provided with a scope and budget amendment.

COMPENSATION

GHD will complete the above scope of services on a **time and materials basis, not to exceed an initial budgeted amount of \$20,000** (without written authorization). The services required to complete the project may be different than those identified in the tasks above and will depend on the involvement and requests by the County, the City, other agencies, as well as actual field conditions, contractor characteristics and other factors. GHD will provide bidding assistance and construction services as-requested by the City up to the authorized budget amount.

All provisions specified in the original Agreement dated April 13, 2015 are in effect. No other agreements, guarantees, or warranties are in effect.

IN WITNESS WHEREOF, the parties hereby execute this amendment upon the terms and conditions stated above.

Client The City of Blue Lake

By _____

Print Name John Berchtold

Title City Manager

Date _____

Consultant GHD Inc.

By *[Signature]*

Print Name Josh Wolf

Title Project Manager

Date August 3, 2015

Original Agreement	<u>\$23,500</u>
Amendment No. 1	<u>\$20,000</u>
TOTAL	<u>\$43,500</u>



PROJECT NAME: City of Blue Lake, Perigot Park CDBG Project - Amendment #1
 Updated: 8/3/15

PROJECT ESTIMATING SHEET

Task	Employee-->	Kaspari	Caisse	PW	Clerical	GHD Expense Costs (\$/hr)	Total GHD Fees	LACO Associates Materials Testing Fees	Totals
	Task--> Rate-->	Proj. Dir. \$180	Proj. Engr. \$140	Constr. Inspect. \$160	\$80				
Construction Management/Inspections									
Bidding Assistance									
Review bid package for conformance with CDBG Requirements			1		2	\$0.00	\$0.00		\$0.00
Advertise in the local papers						\$18.00	\$318.00		\$318.00
Submit Bid Documents to the Humboldt Builders Exchange						\$0.00	\$0.00		\$0.00
Contact potential bidders and circulate information			4		2	\$36.00	\$756.00		\$756.00
Assemble, Print and Distribute Construction Documents			2		4	\$36.00	\$636.00		\$636.00
Answer Contractor Questions						\$0.00	\$0.00		\$0.00
Organizer/Conduct Prebid Meeting & Issue Minutes			5			\$30.00	\$730.00		\$730.00
Issue Addenda		1	3			\$24.00	\$624.00		\$624.00
Participate in Public Bid Opening						\$18.00	\$438.00		\$438.00
Review Contractor Bids, prepare award tabulation and recommendation met			1			\$6.00	\$146.00		\$146.00
Verify Bonding and Insurance			1			\$6.00	\$146.00		\$146.00
Prepare Notice of Award			5		1	\$36.00	\$816.00		\$816.00
Prepare Contract						\$6.00	\$146.00		\$146.00
Prepare Notice to Proceed			1			\$6.00	\$146.00		\$146.00
Pre-Construction Assistance									
Pre-Construction Meeting						\$0.00	\$0.00		\$0.00
Construction Management									
Review Monthly Pay Requests (up to 2)						\$0.00	\$0.00		\$0.00
Review Submittals and Shop Drawings			4			\$24.00	\$584.00		\$584.00
Monitor Construction Schedule & Working Days			2			\$12.00	\$292.00		\$292.00
RFIs & CCOs		1	8			\$54.00	\$1,354.00		\$1,354.00
On-site Observation									
Part-Time Inspections (assume 4 weeks @ 9 hours per week)					36	\$216.00	\$5,976.00		\$5,976.00
Conduct final inspection and prepare Punchlist						\$0.00	\$0.00		\$0.00
Material Sampling and Testing									
Subconsultant Sampling and Testing		1	8			\$6.00	\$186.00	\$4,820.00	\$5,006.00
Misc correspondence, scheduling and conformance review						\$48.00	\$1,168.00		\$1,168.00
Project Closeout									
Final Documentation			4			\$24.00	\$584.00		\$584.00
Notice of Completion			1			\$6.00	\$146.00		\$146.00
Record Drawings (review only)			2			\$12.00	\$292.00		\$292.00
Compile copy of CM/Inspection records and provide to City and Paula to file						\$0.00	\$0.00		\$0.00
		3	55		9			\$4,820.00	\$20,158.00
						\$540.00	\$15,338.00		\$20,158.00
						\$7,700.00	\$15,338.00	\$4,820.00	\$20,158.00
						\$5,760.00	\$15,338.00	\$4,820.00	\$20,158.00
						\$720.00	\$15,338.00	\$4,820.00	\$20,158.00
						\$618.00	\$15,338.00	\$4,820.00	\$20,158.00
TOTAL HOURS		3	55	36	9				103
SUBTOTAL FEES		\$540.00	\$7,700.00	\$5,760.00	\$720.00	\$618.00	\$15,338.00	\$4,820.00	\$20,158.00

Note: Items in red are items which are GHD's responsibility but fall under the scope of the original contract.



CITY OF BLUE LAKE

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

9c

To: Mayor and City Council
From: John Berchtold, City Manager
Date: August 25, 2015
Subject: Acknowledgment of City Engineers Certification of Improvements of Rousseau
Minor Subdivision APN 025-035-006/2013

The Planning Commission at its meeting of August 17, 2015 acknowledged that Robert Rousseau has completed the infrastructure improvements related to the Rousseau Minor Subdivision, APN 025-035-006/2013. Enclosed find the correspondence from the City Engineer and the Public Works Supervisor.

City Council likewise needs to acknowledge receipt of the City Engineer's and the Public Works Supervisor's Reports. Please Contact me with any questions.



Reference: 015003.100

August 14, 2015

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

**Subject: Confirmation of Observance of Improvements, Rousseau Minor
Subdivision, City of Blue Lake, Blue Lake, California**

Dear John:

SHN Consulting Engineers & Geologists, as City Engineer, is submitting the following letter to confirm the observance of various improvements as part of the Rousseau minor subdivision in Blue Lake, California.

The following improvements have been conducted:

1. Sewer lateral hook up
2. Water service hook up
3. Sidewalk installation
4. Paving of shoulder on Railroad Avenue adjacent to parcel

All work was performed by Kern Construction. The City of Blue Lake Public Works observed the installation of Items 1-3 (see Attachment 1). In addition, SHN observed the paving activities conducted on August 11, 2015.

A warranty bond shall be established and in place for one year to guarantee performance of the work conducted.

If you have any questions regarding the submitted information, please call me at 707-441-8855.

Sincerely,

SHN Engineers & Geologists

Michael Foget, PE
City Engineer

MKF:dla

Attachment: 1. City of Blue Lake Public Works Supervisor's Letter to SHN



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road Blue Lake, CA 95525
Phone (707) 668-5655 Fax (707)668-5916

August 14th, 2015

Mike Foget
SHN Engineering

As the City of Blue Lake Public Works Supervisor and water and wastewater chief operator, I was present and inspected the installation of the sewer lateral, water service lines (2), sidewalk installation (two phases) and the repaving to meet the existing grade to the new sidewalk. Kernan Construction did all of the work and properly connected the new services and used proper back-fill with compaction every 18 inches. I inspected the sidewalk forms before and after each pour with a smart level to confirm they are ADA compliant. The new asphalt was bedded with six inches of base and rolled before being applied. The asphalt was finished to grade with an even transition and at temperature.

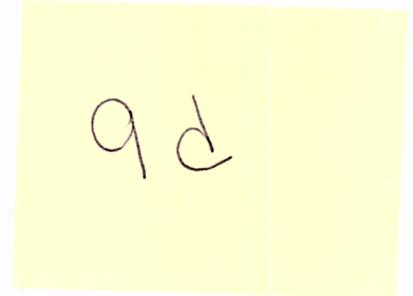
Date of sewer lateral hook-up-May 1st, 2015
Date of water service line hook-up-May 2nd, 2015
Date of sidewalk phase 1-June 9th, 2015
Date of sidewalk phase 2-July 27th, 2015
Date of paving phase 1-August 7th, 2015
Date of paving phase 2-August 11th, 2015

Glenn Bernald
Public Works Supervisor
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 25, 2015
Subject: National Rural Revolving Loan Fund Application

Enclosed find said application for the ten (10) year loan at 3% interest. This has been discussed many times in recent City Council meetings. Nevertheless, the Association requires that the City Council formally authorize the submittal of the loan application. I recommend said authorization. Please contact me with any questions.

Rural Water Revolving Loan Fund Application

Applicant Information

Date August 25, 2015		
Legal Name of Entity City of Blue Lake		
Mailing Address <i>(List Street, City, County, State and Zip Code)</i> P.O. Box 458/111 Greenwood, Blue Lake, CA 95525-0458		
Contact Person John Berchtold	Position/Title City Manager	
Phone 707-668-5655	Fax 707-668-5916	E-mail citymanager@bluelake.ca.gov
Type of Applicant <input type="checkbox"/> County <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Township <input type="checkbox"/> District <input type="checkbox"/> Co-Op <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Other _____		Number of Current Connections 674
		Number of Anticipated Connections When Project is Completed 674
Federal Employee ID Number <u> 9 </u> <u> 4 </u> <u> -</u> <u> 6 </u> <u> 0 </u> <u> 0 </u> <u> 0 </u> <u> 3 </u> <u> 0 </u> <u> 2 </u>		IRS Code
Specific Location of Project Blue Lake Booster Station - 2460 Glendale Dr. McKinleyville		Briefly Explain Project Details, Include Why the Project is Needed and the Need for This Loan Project Details - PLC System with Tank 1 - PLC System with Tank 2 - SCADA system computer at Blue Lake Office - SCADA system at Essex - PLC System for Blue Lake Pumping Station - Radio Repeater Station and Humboldt Bay Municipal Water District Pump Station Communications Project Need - The City's SCADA System is on Linux, which is obsolete.
Loan Purpose <input checked="" type="checkbox"/> Equipment <input type="checkbox"/> Pre-Development Cost <input type="checkbox"/> Line Extension <input type="checkbox"/> Other Capitol Project Please state type(s) of equipment and explain other capitol project: Water Pumping Control, Monitoring and SCADA System		
Is Applicant Delinquent on Any Federal Debt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

** Continued On the Next Page**



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 25, 2015
Subject: Continuation of Planning Service Agreement (Streamline Planning)

Enclosed find service agreement with Streamline Planning Consultants for continuing Services. Nancy Diamond, City Attorney, has reviewed the legal structure and finds it to be acceptable. Staff is very satisfied with services and recommends approval. There is one proposed condition: The agreement should reflect provision of insurance equal to that currently provided and to the satisfaction of City Manager and City Attorney.

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Blue Lake, a general law municipal corporation located in the County of Humboldt, State of California (hereinafter "City"), and Robert J. Brown, an individual doing business as Streamline Planning Consultants (hereinafter "Planner").

1. **Agreed Facts.** This Agreement is made with respect to the following facts:

(a) Robert Brown has served as City Planner for City since approximately August, 1987, and continues to so serve.

(b) Planner has rendered, and continues to render, services to City as City Planner pursuant to a written agreement dated November 13, 2012, and terminating on December 31, 2014.

(c) City and Planner wish to continue the services of Planner on the terms and conditions herein set forth.

2. **Retainer.** City hereby retains Planner to perform planning services for City pursuant to this Agreement from and after the effective date of this Agreement, on the terms and conditions contained herein, until this Agreement is terminated as hereinafter provided.

3. **Tenure and Status.** Planner shall serve at the will and pleasure of the City Council of City and expressly waives and disclaims any right to any pre-termination or post-termination notice and/or hearing, except as hereinafter provided. In providing services pursuant to this Agreement, Planner is an independent contractor, and not an employee of City.

4. **Termination.** Either party may terminate this Agreement with or without cause by giving at least thirty (30) days' prior written notice of termination to the other party. Within a reasonable time after such termination, Planner shall be paid all amounts due on the effective date of termination. Upon termination, all finished and unfinished documents, data, studies, and reports prepared by Planner under this Agreement shall, at the option of City, become City's property.

5. **Duties.** Planner shall perform such planning services for City as are required by law of a City Planner or are requested by the City Manager of City, including, but not limited to, meeting and conferring with applicants; processing applications; performing environmental review where appropriate; preparing staff reports and notices of determination; noticing public hearings; attending Planning Commission meetings and City Council meetings as requested by the City Manager of City; advising and consulting with staff and the City Manager of City; writing, administering and completing tasks for CDBG and other grant programs, as requested by the City Manager and providing City with advice and counsel in oral or written form pertaining to municipal planning matters as requested by the City Manager of City. *It is understood that Robert Brown or Garry Rees shall be the designated persons to represent the City at public meetings, staff meetings and at meetings with applicants, as directed by the City Manager.*

6. **Compensation and Reimbursement for Expenses.**

(a) City will pay Planner for all planning and related clerical services of whatever nature performed hereunder on a time and material basis in accordance with the fee schedule marked Exhibit "A" and attached hereto. Said fee schedule may be changed from time to time by a

written amendment to this Agreement.

(b) City will reimburse Planner for all costs advanced on City's behalf, including long distance telephone calls, copying charges, postal expenses, mileage, charges for recordation and certification of documents, and other reasonable and necessary expenses in accordance with the fee schedule marked Exhibit "A" and attached hereto. Said fee schedule may be changed from time to time by a written amendment to this Agreement.

(c) City will reimburse Planner's ordinary and necessary travel expenses, including but not limited to meals, lodging, and transportation (including automobile transportation) when at City's request Planner travels beyond the Humboldt Bay area to perform planning services for City; provided, however, that for travel to and from regularly scheduled planning services in Blue Lake, City shall reimburse Planner for automobile transportation. Such reimbursement will be paid only after Planner submits to City an itemized bill and appropriate receipts for travel expenses.

(d) Planner will not count as time spent in providing planning services for City, and City will not reimburse Planner for, time spent in traveling to and from City's office. However, Planner may count as time spent in providing planning services to City, and City will pay Planner for, time spent in traveling at City's request to other locations outside the city limits of Blue Lake, not to exceed eight (8) hours per day.

7. Billing. Planner shall submit a bill to City for all services and reimbursement covered by this Agreement within ten (10) days of the end of each calendar month. Such bill shall become due and payable upon receipt.

8. Other Clients. Planner may maintain an active planning practice or any other job, occupation, or profession, but Planner shall not represent clients in planning matters if representation of City would pose a conflict of interest for Planner. If such a conflict cannot be avoided, Planner will promptly disclose the potential conflict to the City Manager of City, and will assist City in obtaining separate planning representation acceptable to City.

9. Hold Harmless and Insurance. - City shall indemnify, hold harmless, and provide primary insurance coverage to Planner, its agents, and employees, from and against all claims, damages, losses, and expenses including attorney's fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission or the duly adopted ordinances, rules, regulations, and policies of the City, its officers, officials, employees, and agents, except that arising out of the sole negligence, active or passive, or willful misconduct of the Planner, its officials, employees, and agents. Planner shall indemnify and hold harmless City and its officers, officials, employees, and agents, from and against all claims, damages, losses, and expenses including attorney's fees arising out of the sole negligence, active or passive, or willful misconduct of the Planner, its officials, agents, and employees. Planner shall maintain during the term of this Agreement a policy of vehicle liability insurance covering bodily injury and property damage in the minimum amount of \$100,000.00 per claim and \$300,000.00 annual aggregate as to all vehicles used to provide services hereunder. In addition, Planner shall take out and maintain during the term of this Agreement such workers compensation insurance as is required by the labor code of the State of California.

10. Services not Covered. It is expressly understood and agreed that Planner shall have no

general responsibility for overseeing City operations or for planning services in connection with any matter that Planner is not specifically requested to undertake or is not required of Planner by reason of Planner's capacity as City Planner. It is also understood and agreed that City may obtain planning services from time to time from other planners concerning special matters.

11. **Contract Terms to be Exclusive.** This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that it has relied on its own judgment entering into this Agreement.

12. **Waiver or Modification Ineffective Unless in Writing.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

13. **Contract Governed by Law of State of California.** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

14. **Term of this Agreement.** The term of this Agreement shall commence July _____, 2015, and end December 31, 2017, unless sooner terminated by either party pursuant to Paragraph 4 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written and make it effective as of July _____, 2015.

CITY OF BLUE LAKE
P. O. BOX 458
Blue Lake, CA 95525

ROBERT J. BROWN
dba Streamline Planning Consultants
1062 G Street, Suite I
Arcata, CA 95521

By _____
John Berchtold, City Manager

APPROVED AS TO LEGAL FORM

City Attorney



• PLANNING • PERMITTING • ENVIRONMENTAL CON

EXHIBIT "A"
CITY OF BLUE LAKE
RATE AND CHARGE SCHEDULE
(Effective July 1, 2015)

Services provided by this firm are billed on the basis of the following rates, equipment and materials charges:

Field and Office Rates:

<u>Classification</u>	<u>Rate/Hour</u>
<u>Senior City Planner</u> –for City generated projects and initial 3-hours of private application processing	\$60.00
<u>Senior City Planner</u> –for grant projects and after 3-hours of private application processing	\$80.00
<u>City Planner</u> –for City generated projects and initial 3-hours of private application processing	\$50.00
<u>City Planner</u> –for grant projects and after 3-hours of private application processing	\$64.00
<u>Assistant City Planner</u> –for City generated projects and initial 3-hours of private application processing	\$40.00
<u>Assistant City Planner</u> –for grant projects and after 3-hours of private application processing	\$52.00
<u>Project Analyst /Drafting Tech</u>	\$36.00
<u>Clerical/Typist/Data Entry</u>	\$36.00

Equipment and Materials:

Laser Level	\$35.00/day
Sound Meter/Light Meter	\$20.00/day
Traffic Counter	\$50.00/day
Water Quality Sampling Equipment	\$15.00-\$30.00/day
Mapping GPS Equipment	\$60-\$85/day
Vehicle Mileage	\$0.75/mile
In House Color Copies	\$1.50 ea.
Plotter Prints, color (typ.)	\$15.00/page
In House Copies	\$0.25 ea.

Outside Services and Consultants:

Fees for direct project costs, including outside printing and reproduction, permit fees, rentals, travel and copying expenses, materials, documents, shipping costs, and other related expenses and fees for outside consultants retained by STREAMLINE Planning Consultants are billed at cost plus 10 percent.



CERTIFICATE OF LIABILITY INSURANCE

STREL-1 OP ID: JEN

DATE (MM/DD/YYYY)
05/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Craig C. Hansen Insurance 2103 3rd Street Eureka, CA 95501 Craig C. Hansen	CONTACT NAME: Jennifer Ballinger	FAX (A/C, No): 707-445-9102	
	PHONE (A/C, No, Ext): 707-445-9691	E-MAIL ADDRESS: Jennifer@cchins.com	
INSURED Streamline Planning Consultants 1062 "O" St. Suite 1 Arcata, CA 95521	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Admiral Ins Company		24866
	INSURER B: Wesco Insurance Co		25011
	INSURER C: State Compensation Ins Fund		35076
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	FEIECC1539202 FEIECC1539202	05/15/2015 05/15/2015	05/15/2016 05/15/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prof Liab \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WPA103259502	05/15/2015	05/15/2016	\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	9069809-15	05/15/2015	05/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

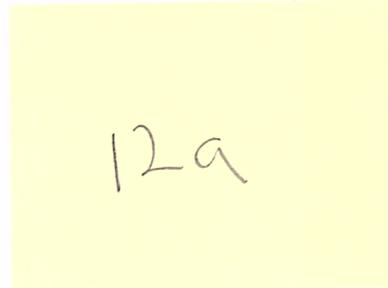
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Blue Lake included as Additional Insured.

CERTIFICATE HOLDER City of Blue Lake PO Box 458 Blue Lake, CA 95525	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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 25, 2015
Subject: Correspondence from City Attorney Regarding Default on Lease – Blue Lake Power

Enclosed find default of lease obligations for payment of rent, a mechanics lien and a utility lien.
No action is required on part of City Council at this time.

LAW OFFICES OF
NANCY DIAMOND

Nancy Diamond
ndiamond@ndiamondlaw.com

Tracy M. Boobar
tboobar@ndiamondlaw.com

822 G Street, Suite 3
Arcata, California 95521
Telephone: 707-826-8540
Facsimile: 707-826-8541

August 20, 2015

Glenn Zane
Blue Lake Power, LLC
1615 Continental St., Ste. 100
Redding, CA 96001

*Sent via e-mail to gzane@crsinet.com
and via U.S. Mail*

Re: Notice of Default

Dear Mr. Zane,

This is to provide notice pursuant to that certain ground lease entered into between the City of Blue Lake as lessor and Blue Lake Power, LLC as tenant, that tenant is in default of the following lease obligations:

- Failure to pay rent on July 1, 2015 in the amount of \$28,491.26, with interest accruing at the rate of 10% per annum.
- Failure to keep the Property free and clear of a mechanics' lien, recorded in the Humboldt County Recorder's Office as Document No. 2015-014249-2 on July 22, 2015.
- Failure to keep the Property free and clear of a utility lien, recorded in the Humboldt County Recorder's Office as Document No. 2015-015127-3 August 4, 2015,.

If this default is not cured within 30 days after the date of this Notice, the lessor may take additional action under the terms of the lease.

Thank you for your attention.

Yours very truly,

Nancy Diamond
City Attorney, City of Blue Lake

ND/met
c: John Berchtold, City Manager
Enclosures

RECORDING REQUESTED BY

O & M Industries, Inc.
5901 Ericson Way
Arcata, Ca 95521

2015-014249-2
Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: O & M INDUSTRIES
Rec Fee: \$16.00

AND WHEN RECORDED MAIL TO:

O & M Industries, Inc.
5901 Ericson Way
Arcata, CA 95521

Clerk: MM Total: \$16.00
Jul 22, 2015 at 10:45:03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned O & M Industries, Inc.
[Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license]

Claimant claims a mechanics' lien upon the following described real property:
City of Blue Lake, County of Humboldt, California,

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]
200 Taylor Way, Blue Lake, CA 95525
AP # 025-161-003

The sum of \$ 7,995.43 together with interest thereon
[Amount of claim due and unpaid]
at the rate of 10 percent per annum from June 1, 2015
[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant Rebuild dryer cyclone & supply labor for shutdown support.
[insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with
Gary Gier
[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are
City of Blue Lake
[insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name O & M Industries, Inc.
By: *R. McBeth*
[Signature of claimant or authorized agent]
Robert C. McBeth
[Printed name of claimant or authorized agent]
5901 Ericson Way, Arcata, CA 95521
[Address of claimant or authorized agent]

VERIFICATION

I, the undersigned, say: I am the Owner of
["President of," "Manager of," "A partner of," "Owner of," etc.]
the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 10, 2015, at Arcata, California.
[Date of Signature] [City Where Signed]

R. McBeth
[Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.]
Robert C. McBeth
[Printed name]

2015-015127-3
Recorded - Official Records
Humboldt County, California
Kelly E. Sanders, Recorder
Recorded by: CITY OF BLUE LAKE

RECORDING REQUESTED BY:
and
When Recorded Mail Document To:

City of Blue Lake
City Clerk
111 Greenwood Ave.
P.O. Box 458
Blue Lake, CA 95525

Clerk: MM Total: \$0.00
Aug 4, 2015 at 11:10:04
CONFORMED COPY

This document is exempt from recording fees
pursuant to Calif. Government Code § 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF UTILITY LIEN

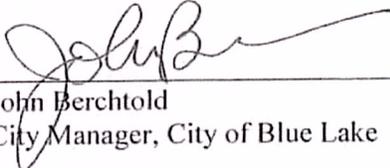
In accordance with the State of California Health and Safety Code Section 5473.11, the undersigned agency official hereby places a lien against the following parcel for nonpayment of utility services:

Owner: City of Blue Lake
Property: 200 Taylor Way, Blue Lake, CA 95525, more particularly described in Exhibit "A" attached hereto and incorporated herein.

Ground Lease Tenant: Blue Lake Power, LLC, 1615 Continental St., Ste.100,
Redding, CA 96001

The City of Blue Lake does hereby claim a lien upon the property above referenced held through leasehold estate by the tenant above referenced under a Ground Lease dated January 1 and 10, 1984, by and between the City of Blue Lake as Landlord, and Blue Lake Power, LLC, a California limited liability company, as tenant, and recorded on January 11, 1984 in Book 1723, Page 415, in the Official Records of Humboldt County, California, as amended, for delinquent utility charges presently in the amount of \$34,627.20 total, representing \$ 25,383.39 delinquent water charges as of 7/18/15, \$2,854.19 delinquent fire flow charges as of 7/18/15, and \$6,389.62 delinquent sewer charges as of 7/18/15, including late charges and interest, with ongoing interest at the rate of 2% per month beginning on the date of delinquency for the charge, together with future sums as may become delinquent, with interest until paid in full and discharged of record.

DATED: July 31 2015


John Berchtold
City Manager, City of Blue Lake

NOTICE OF UTILITY LIEN
BLUE LAKE POWER DELINQUENT UTILITY CHARGES

COPY

EXHIBIT "A"

Legal Description of Premises

THE REAL PROPERTY REFERRED TO HEREIN IS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF BLUE LAKE, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE DATED JANUARY 10, 1984 BY AND BETWEEN THE CITY OF BLUE LAKE, A GENERAL LAW MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA ("LANDLORD"), AS LANDLORD, AND BLUE LAKE POWER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS SUCCESSOR IN INTEREST TO ULTRAPOWER 3 INCORPORATED, A CALIFORNIA CORPORATION (THE "ORIGINAL TENANT"), AS TENANT, WHICH GROUND LEASE WAS RECORDED ON JANUARY 11, 1984 IN BOOK 1723, PAGE 415, IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER OF HUMBOLDT COUNTY, CALIFORNIA, AS AMENDED BY THAT CERTAIN UNRECORDED AMENDMENT TO EXHIBIT B OF GROUND LEASE DATED OCTOBER 15, 1984 BETWEEN LANDLORD AND ULTRAPOWER 3, A JOINT VENTURE, AS SUCCESSOR-IN-INTEREST AS TENANT TO THE ORIGINAL TENANT ("ULTRAPOWER 3 JV"), AND AS FURTHER AMENDED BY THAT CERTAIN UNRECORDED AMENDMENT TO GROUND LEASE DATED APRIL 23, 1985 BETWEEN LANDLORD AND ULTRAPOWER 3 JV, WHICH GROUND LEASE AND ALL AMENDMENTS THERETO PERTAIN TO THE FOLLOWING DESCRIBED PREMISES:

PARCEL ONE:

PARCEL 1 AS SHOWN ON PARCEL MAP NO. 2228 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF HUMBOLDT COUNTY IN BOOK 19 OF PARCEL MAPS, PAGES 122 AND 123.

ASSESSOR'S PARCEL NOS.: 025-161-003 AND 025-161-004

PARCEL TWO:

PARCEL 2 AS SHOWN ON PARCEL MAP NO. 2227 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF HUMBOLDT COUNTY IN BOOK 19 OF PARCEL MAPS, PAGES 120 AND 121.

ASSESSOR'S PARCEL NUMBERS: 312-161-016 AND 312-161-019

PARCEL THREE:

A 60 FOOT EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES, AND ALL PURPOSES INCIDENTAL THERETO DESCRIBED AS FOLLOWS:
THAT CERTAIN STRIP SHOWN AS TAYLOR WAY ON SAID PARCEL MAP NO. 2227.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt

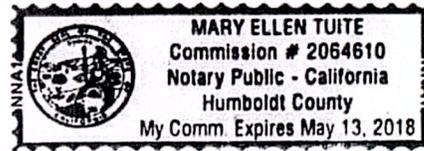
On July 31, 2015 before me, Mary Ellen Tuite, Notary Public
(insert name and title of the officer)

personally appeared John Berchtold,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Ellen Tuite



(Seal)

NOTICE OF MECHANICS' LIEN ATTENTION!

Upon the recording of the enclosed MECHANICS' LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics' lien is recorded.

The party identified in the mechanics' lien may have provided labor or materials for improvements to your property and may not have been paid for those items. You are receiving this notice because it is a required step in filing a mechanics' lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics' lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS' LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I am a citizen of the United States and employed in Humboldt County, California. I am over the age of eighteen (18) years and not a party to the action. My business address is: 5901 Ericson Way, Arcata, CA 95521

On this date I served the foregoing MECHANICS' LIEN on the owners of the property: City of Blue Lake, 111 Greenwood Rd., Blue Lake, CA 95525,
(Name & Address of Owner)
subject to the mechanics' lien:

by placing a true copy thereof enclosed in a sealed envelope, first-class mail postage prepaid, evidenced by a certificate of mailing, to the owner at the owner's or reputed owner's residence or place of business address or at the address shown by the building permit on file with the authority issuing a building permit for the work, or as otherwise provided in Section 8174 of the California Civil Code.

by personally delivering a true copy thereof to the person(s) at the address set forth below

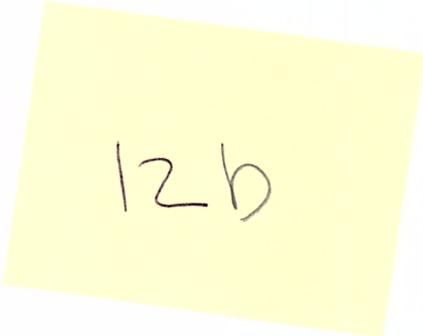
I declare under penalty of perjury under the laws of the State of California that foregoing is true and correct.

Executed on: July 10, 2015

by: Angela Brown
(Your Name)

AR Screen
(SIGNATURE)

Darcy Lima
Box 383
Blue Lake, CA 95525
707-601-1302

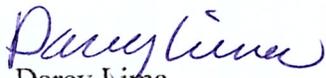


August 17, 2015

Dear Blue Lake City Council:

We, the members of the Blue Lake Saddle Club, would like to request that all income from fundraising events put on by our club, be earmarked and set aside in a fund designated for the Blue Lake Horse Arena.

Thank You.


Darcy Lima
Blue Lake Saddle Club