Blue Lake City Council Agenda

Tuesday, March 22, 2016

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. Mayor McCall-Wallace: Discussion of the Brown Act Restrictions with Social Media (Discussion)

5. Discussion to extend the Agreement with Humboldt County Sheriff Department for Public Safety Services (Discussion/Possible Action)

6. First Reading of Ordinance No. 511: An Ordinance of the City of Blue Lake Adopting the City of Blue Lake Emergency Operations Plan, Defining an Emergency, Appointing a Director of Emergency Services, and Repealing Ordinance No. 255 (Action)

7. Second Reading and Adoption of Ordinance No. 517: An Ordinance of The City of Blue Lake Providing for Compensation for the Members of the Blue Lake City Council and Repealing Ordinance No. 473 (Action)

8. Mike Foget, SHN: Presentation on ATP Funding Request for Annie & Mary Trail

9. Councilmember Lynch: Greenwood Avenue Traffic – Radar Enforcement/Traffic Study (Discussion/Direction)

10. Discussion regarding City Council Budget Priorities (Discussion)

11. Economic Development Administration Technical Assistance Funding Request for the Development of a Comprehensive Economic Development Strategy for the City-Authorize the City Manager to develop and submit funding applications to EDA to support this initiative (Discussion/Action)

12. Farewell Celebration for John Berchtold-See Sub-Committee Recommendations (Discussion/Action)

13. Consent Agenda (Approve) 7
    a. Minutes from March 8, 2016 Regular Meeting
    b. Acceptance of Agreement for Engineering and Other Professional Services with SHN
    c. Spending Limit for City Personnel

14. Informational Only Items
    a. JPA Minutes
    b. Information regarding Sign Regulations

15. Reports of Council and Staff

16. Future Agenda Items

17. Correspondence

18. 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 Amanda Mager, 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

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To: Mayor and City Council
From: John Berchtold, City Manager
Date: March 11, 2016
Subject: Social Media Communications

City Council desired this agenda item to discuss the issue of social media relative to:

- Official City Communications
- Individual Council Member Communications in posting social media comments or individual Council member responses to social media postings.

Enclosed find an article from *Western City* magazine (League of California Cities) pertaining to social media. Also find enclosed some research that Mayor McCall-Wallace conducted pertaining to a social media policy.

This action is a discussion item; however, I recommend you compile issues for the City Attorney to discuss with City Council, Planning Commission, Parks and Recreation Commission, and the Public Safety Commission.

The Brown Act and the Perils of Electronic Communication

by Kara Ueda

Kara K. Ueda is a partner with the law firm of Best Best & Krieger, LLP, and can be reached at kara.ueda@bbklaw.com or (916) 551-2822.

About Legal Notes

This column is provided as general information and not as legal advice. The law is constantly evolving, and attorneys can and do disagree about what the law requires. Local agencies interested in determining how the law applies in a particular situation should consult their local agency attorneys.

Local public officials are often frequent and zealous users of technology and social media. Given the rapid speed with which people can now send e-mails and text messages and post comments online, a casual e-mail conversation between two city council members or an offhand comment on a newspaper website may quickly and inadvertently turn into a "meeting" under the Brown Act.

About the Brown Act

Most members of legislative bodies (including city councils, commissions, boards and committees) soon learn upon taking office that a quorum of their membership may not meet to discuss official business unless the meeting complies with the Brown Act. Often referred to as California's open meeting law, the Brown Act provides that members of a legislative body may hold a meeting when a majority of them — at the same time and place — "hear, discuss, deliberate or take action on" an item within their subject matter jurisdiction.[1]

To hold a lawful meeting under the Brown Act, a local agency must, among other things, provide public notice about the meeting for a certain time period and ensure that the public can access the meeting. Thus, if a city council (for example) has five members, three of the five may not meet at a restaurant to discuss city business unless the city has posted public notice about the meeting and otherwise complies with the Brown Act.

The Brown Act does not prohibit individual members of a legislative body from separately providing their own comments and opinions about a matter. A commissioner may write a newspaper editorial about an item the commission approved, and a city council member may give a speech or tweet about local projects under way in the city. Nor does the Brown Act prohibit "one-way" communications where, for example, a city manager transmits a communication to the entire council by e-mail.[2] The "passive receipt" of a document by public officials is different from a commission's or city council's collective action or discussion.

E-Mail Exchanges May Constitute Serial Meetings

Similarly, the Brown Act prohibits public officials from doing in successive steps what they cannot do in one step. More specifically, the Brown Act provides that a majority of a legislative body may not use any series of communications, either directly or through intermediaries, to discuss, deliberate or take action on any item of business that is within the legislative body's subject matter jurisdiction.[3] Serial meetings typically occur by either a "hub and spoke" or a "daisy chain" meeting.

Hub and Spoke Meetings

A hub and spoke meeting occurs when one person acts as the center and communicates with members of the legislative body. For example, Council Member Newman cannot call Council Member Oliver to discuss an item of city business and then call Council Member Peoples to discuss his conversation with council member Oliver. In this meeting Council Member Newman was the hub, and the other two council members were the spokes. Hub and spoke meetings may also occur by e-mail if the individual members e-mail each other instead of calling.

Daisy Chain Meetings

A serial meeting may also occur if Council Member Newman calls Council Member Oliver to discuss an item of city business, and then Council Member Oliver calls Council Member Peoples to discuss the same thing. This type of communication is also called a daisy chain meeting. This type of meeting is particularly likely to occur by e-mail due to the ease of forwarding e-mails.

Serial Meetings in Cyberspace

The Internet provides numerous opportunities for local officials to post their thoughts and opinions about city issues. Local bloggers report on city news and sometimes provide a running commentary of council and commission meetings as they happen. And most newspapers have websites where members of the public can — and frequently do — comment on the articles. When these entries or articles are especially timely or controversial, they practically invite comments by interested residents and local officials.

As of this writing, no court has specifically ruled on the intersection of comments posted on the Internet and the Brown Act's requirements. However, the same serial meeting rules that apply to e-mail may likely apply to other online conduct such as commenting about online news stories.

The potential danger with the online world is the speed with which a simple comment on a blog, a Facebook status update, a photo or newspaper article may rapidly become a discussion about city business by a quorum of the legislative body. For example, a local blogger may post an entry about an upcoming planning commission agenda item. Proponents and opponents both weigh in on the blog comments. A planning commissioner reads the entry and also posts a comment about the item. A second planning

commissioner also decides to post a comment, and then a third planning commissioner responds to the first two commissioners. Thus, a discussion among the three of them ensues electronically on the Internet.

Did the planning commissioners violate the Brown Act? At first glance, it may seem that the planning commissioners did not violate the Brown Act if the blog is available for any member of the public to read. The planning commissioners may believe that basic open government principles were followed because they were not trying to have a secret meeting to discuss official business, and anyone could read their electronic conversation. But the planning commissioners also did not have their electronic conversation pursuant to a noticed meeting under the Brown Act.[1] Instead, they used a series of communications to discuss and deliberate on an item within their subject matter jurisdiction.

The sheer openness of a conversation is not the critical factor under the Brown Act. For example, the three commissioners could have instead met in one of their living rooms and livestreamed their conversation on the Internet as it was occurring. That video would also be public and available for everyone to see and possibly to comment on as it was happening. This in-person living room conversation about city business, though, would not comply with the Brown Act.

In addition, an issue may raise particular legal and practical sensitivities where any type of comment may not be wise. For example, if a local agency will consider a matter where a person is owed certain due process rights or if an agency is involved in pending litigation, local officials should first contact their city attorney for advice on whether they should be making *any* type of comment, regardless of the forum or medium. These considerations are separate and apart from Brown Act issues.

Conclusion

While the use of new technology offers important advantages in keeping individuals up to date and informed, the speed with which messages may be sent and comments posted can have drawbacks if public officials inadvertently find themselves in the midst of an e-mail conversation or conversation thread with other members of their commission or city council. The law may eventually catch up to the current technology, but until it does public officials should continue to abide by the general Brown Act principles regardless of whether the communication is in person or online.

We register thousands of municipal workers to serve you! ww

The Brown Act and the Perils of Electronic Communication

by Kara Ueda

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item the commission approved, and a city council member may give a speech or tweet about local projects under way in the city. Nor does the Brown Act prohibit "one-way" communications where, for example, a city manager transmits a communication to the entire council by e-mail.[2] The "passive receipt" of a document by public officials is different from a commission's or city council's collective action or discussion.

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An In-Depth Guide to the Brown Act

The League publishes a guide to the Brown Act for the non-lawyer, which is updated periodically. *Open & Public IV: A Guide to the Ralph M. Brown Act* is available free online at www.cacities.org/opengovernment.

Additional Related Resources

For related information, read these *Western City* articles.
Social Media and Public Agencies: Legal Issues You Should Know About
Reading Employees' Text Messages: A Heads Up for Public Agencies
U.S. Supreme Court Rules That City Review of Employee Text Messages Was Reasonable
Taking the Bite Out of Blogs: Ethics in Cyberspace

Footnotes:

[1] Gov't Code § 54952.2(a).
[2] *See Roberts v. City of Palmdale*, 5 Cal. 4th 363 (1993).
[3] Gov't Code § 54952.2(b)(1).
[4] *See also* 84 Ops. Cal. Atty. Gen. 30 (2001) (opinion of the attorney general that the Brown Act does not allow a quorum of a legislative body to discuss agency business over e-mail even if those e-mails are made publicly available and posted to the agency's website).

This article appears in the June 2011 issue of Western City

SOCIAL MEDIA POLICY – EXAMPLE:

City of Daly City Social Media Policy

Purpose

To establish the appropriate use of online social media, (including but not limited to Facebook, Twitter, Instagram, Nextdoor, Nixle, Google+, and Yelp), for City related communication, business and marketing.

For purposes of this policy, Social Media sites are defined as services through which multiple users can easily publish and share a wide variety of content, including written commentary, pictures, and video / audio files via the Internet.

General Policy

1. The establishment and use of any Social Media site by any City department is subject to the approval of the City Manager or his/her designee.
2. All City of Daly City Social Media sites shall adhere to applicable Federal, State and local laws as well as City policies and regulations.
3. All Social Media sites administered by the City of Daly City are subject to the California Public Records Act. Any and all content on a Social Media site administered by the City of Daly City, including, but not limited to, subscribers and comments may be considered a public record and could be subject to public disclosure.
4. City Social Media sites shall be maintained by designated City of Daly City employees and may be used for business purposes only. The City's Social Media Policy governs use of any City administered Social Media site; regardless of whether the site(s) is (are) accessed from City computers or from computers outside the City.
5. The Ralph M. Brown Act (Brown Act) requires that public agencies deliberate and take action openly. Content and/or comments made by a City Official via a Social Media site on city related issues within their jurisdiction could be subject to the requirements of the Brown Act. City Elected Officials should refrain from posting simultaneous content or comments on any City of Daly City related issue on a Social Media site.
6. The City of Daly City reserves the right to restrict or remove any content that is in violation of any applicable law or the City's Social Media Policy. Any content which is removed will be retained by the City for a reasonable period of time, and will include the time, date, and user name (or screen name) of the content originator, when possible.
7. All Social Media sites established and administered by the City of Daly City will clearly state that they are sponsored by the City and shall either provide or link to the City's Social Media policy as well as the City's Privacy Policy.
8. Whenever possible, all City of Daly City Social Media sites shall be linked via the appropriate technology to the City's website for forms, documentation, online services and any other information or services necessary to conduct business with the City.
9. The City of Daly City's website: www.dalycity.org will remain the City's primary repository of information regarding City operations, policy, and business.
10. The City Manager or her designee and individual Department Heads are responsible for assigning staff to be responsible for updating, responding to inquiries, and keeping information current on Social Media sites.
11. The objectives for participating in Social Media sites are to:
    a) Disseminate information to our community and neighboring communities;
    b) Demonstrate commitment to outreach and engagement and to monitor issues affecting the City; and
    c) Build and engage an "online community" of residents and businesses.
12. All staff time used on Social Media sites will be to conduct City business only.

Comment Policy

The City of Daly City is committed to serving the online community in a civil and unbiased manner, and to ensure that this commitment is fulfilled, has established the following procedures within our Social Media policy with regard to comments and content from third parties posted on City administered Social Media sites.

1. Social Media sites administered by the City of Daly City exist to share information about the City with our community.
2. For Social Media sites that allow posts/comments, those sites are limited public forums, moderated by City staff to ensure content posted by third party users is appropriate. Content not in keeping with this goal as described below (inclusive but not exclusively) is subject to removal and or restriction by the City of Daly City:
   a. Comments not related to the original topic, or containing random or unintelligible information.
   b. Profane, obscene, violent, or sexual content.
   c. Comments which promote or foster discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
   d. Threats to any individual or organization.
   e. Comments in support of, or in opposition to, any political candidate, campaign, ballot measure, or proposition.
   f. Advertisement or solicitation of business for any service or product.
   g. Encouragement of illegal activity.
   h. Information that may compromise the safety or security of the public or public systems.
   i. Content that violates a legal ownership right or interest, such as a copyright.
   j. Content that solicits members to "like" or otherwise join other Social Network sites.
3. Comments made by members of the online community who **are not** employees of the City of Daly City do not necessarily reflect the opinions or policies of the City of Daly City.
4. The City of Daly City reserves the right to deny access to a City of Daly City administered Social Media site to any individual who violates the City of Daly City's Social Media Policy at any time, and without prior notice.

Code of Conduct for City Employees

All employees shall be provided with a copy of this policy and directed to familiarize themselves with it. Employees' use of Social Media sites for official business is governed by this policy, as well as applicable City Rules and Regulations. Disciplinary action, up to and including dismissal, may be imposed for violation of this policy by employees of the City of Daly City. If findings warrant, disciplinary action will be initiated in accordance with all relevant sections of the City's Personnel Rules and Regulations.

CITY OF BLUE LAKE

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

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To: Mayor and City Council
From: John Berchtold, City Manager
Date: March 10, 2016
Subject: Law Enforcement Agreement with Sheriff for Continuing Services – Term Extension

Existing Agreement Term Language

The Existing Agreement with the Humboldt County Sheriff provides the following language relative to the term of the agreement:

- Basic Term. The term of this Agreement shall commence October 1, 2013, and continue through June 30, 2016, a thirty three (33) month term, expiring June 30, 2016, unless sooner terminated pursuant to section 18.
- Extended Term. The term of this Agreement may be extended for successive periods of one (1) year if the legislative bodies of both parties determine to do so extend the term prior to expiration. The extended terms shall be referred to as: First Extended Ter, Second Extended Term, etc.

Renewal Option

Please be advised that written notice must be given to the County by March 31, 2016 if the City intends to renew the agreement or an additional year (July 1, 2016 – June 30, 2017). By renewal, it means the Agreement continues with all of the existing provisions.

New Agreement or Amendment of the Existing Agreement

If City Council intends to change provisions of the existing Agreement, then a new Agreement or an amendment to the existing Agreement would be requested of the Sheriff.

Recommendation from your Public Safety Commission

Your Public Safety Commission's recommendation, relative to contract change, is based upon costs of the new or revised contract. To summarize, if there is no or insignificant cost increase, the commission recommends a one (1) year extension. If there is an increase in costs, consider modifying the contract to provide performance and accountability measures, provide for enumerated additional services to address deputy visibility, deputy rapport, time of staffing and emphasis on reducing property crimes. Enclosed find the full recommendation of the Public Safety Commission.

Also enclosed are the minutes from the February 23, 2016 meeting where this topic was discussed as well as a copy of the existing Agreement with the Humboldt County Sheriff.

I will be at your meeting to answer any questions or provide input.

Public Safety Commission Recommendations to Council
Feb. 1, 2016

At their regular meeting of Feb. 1, the Public Safety Commission directed Chairman Mann to submit the following recommendations regarding the Sheriff's contract to the City Council for consideration at their next meeting.

1) If there will be no or insignificant increase in the cost, the Commission recommends that the City request a one year extension of the contract as is.

2) If there will be an increase in cost, or if complete renegotiation is required, the Commission recommends:

    a) Strengthen Sections 3 and 5 of the contract to allow the City more tracking and review of the Sheriff's and deputies performance, including a mechanism for accountability of deputy time spent in Blue Lake.

    b) Create within the contract a section entitled "Additional Services" in which specific services desired by the City may be enumerated.

Using the mechanisms of either a) or b) above, consider addressing the following areas of concern and/or service areas:

I. Increase Deputy and patrol visibility
II. Improve Deputy rapport with citizens
III. Allow City to specify time of day when Deputies will be present
IV. Provide increased emphasis on property crimes within Blue Lake

City of Blue Lake
City Council
Skinner Store – 111 Greenwood Ave., Blue Lake, CA
February 23, 2016
MINUTES

The Meeting called to order at 7:00 p.m.
Councilmembers Present: Adelene Jones, John Sawatzky, Michele McCall-Wallace, Jean Lynch, Stephen Kullmann
Councilmembers Absent: none
Staff Present: Assistant City Manager Vicki Hutton, City Clerk April Sousa, City Attorney Nancy Diamond

Motion to Approve the Agenda
Councilmember Jones *motioned to approve the agenda after moving item 8 before item 6.* Councilmember Sawatzky seconded. The motion carried unanimously.

Public Input
Erica Blackwell from Zero Waste Humboldt invited Councilmembers to various events.

American Society for Civil Engineers: Proclamation Engineers Week February 22-28
Cody Long from the American Society for Civil Engineers came to answer questions regarding the proclamation.

Councilmember Jones *motioned to proclaim February 22-28, 2016, which coincides with Washington's Birthday, as Engineer's week.* Councilmember Kullmann seconded. The motion carried unanimously. Mayor McCall-Wallace read the full proclamation.

Announcement of City Manager, Approval of Contract, and Other Necessary Actions
Mayor McCall-Wallace announced Amanda Mager as the new City Manager of the City of Blue Lake.

Councilmember Sawatzky *motioned to accept the contract with Amanda Mager for one (1) year.* Councilmember Lynch seconded. The motion carried unanimously.

Consent Agenda
Councilmember Sawatzky motioned to accept the full Consent Agenda including the following items:

- Minutes from February 9, 2016
- Minutes from February 13, 2016
- Amended Employment Agreement with John Berchtold, City Manager
- Approval of the Classification of Senior Management Analyst/Advisor

Public Input Discussion on Renewal of Agreement with Humboldt County for Sheriff Department Services

Mayor McCall-Wallace reminded Council and the public the reasons for this input item and opened up the discussion.

Council asked questions pertaining to rendition of services and the inventory list in Exhibit A.

Public gave comments regarding hours of services, such as changing the shifts to have a presence during high crime times. Council supported this comment. The public also supported the idea of patrolling on bicycle and asked about tracking crime, the type of crime, where crime happens and when it happens in order to better understand the City's crime trends.

Council asked the Mayor as Sheriff Liaison to discuss the flexibility of shift schedule with the Sheriff.

Mayor McCall-Wallace reminded Council of the decision to extend the contract needs to be done by March 31, 2016.

Council mentioned the need for random patrols. Mayor McCall-Wallace noted that historically, the City Manager, Sheriff Liaison, Sheriff and Undersheriff would talk together four times a year, where these concerns would be brought up.

The City will discuss the extension of the contract with the Humboldt County Sheriff at a future meeting.

Consider First Reading of Ordinance No. 516: An Ordinance of the City of Blue Lake Amending Ordinance No. 487, Prohibiting Smoking in or Around Workplaces and Public Places, to Include the Use of Electronic Smoking Devices

Mayor McCall-Wallace noted the reason for this Ordinance coming back to the City for adoption.

Clarification of "smoking" under Section III - definitions was discussed.

This item opened up to the public for discussion. Lin Glen thanked the Council for taking action to protect public health.

Councilmember Kullmann *motioned to commence a first reading of Ordinance No. 516: An Ordinance of the City of Blue Lake Amending Ordinance No. 487, Prohibiting Smoking in or Around Workplaces and Public Places, to Include the Use of Electronic Smoking Devices by title only.* Councilmember Sawatzky seconded. The motion carried unanimously.

JPA Minutes

No discussion – Informational only

Reports of Council and Staff

The City Manager report/summary on the Business Park was read and discussed. Mayor McCall-Wallace noted that this was the first step in looking at strategic thinking.

Councilmember Lynch stated she was surprised at the clean-up still needed at the industrial park. She stated she would like to see a visual of a map that designated areas that still need to be cleaned up as well as more information on the costs and details of continued mitigation.

Councilmember Kullmann noted grants available for cleanup.

Clarification was made regarding the sign at the Business Park. It was noted that the idea at the time was to think of the area as a "Business Park", to promote it as such, and to connect it to downtown businesses as well.

The public was given a chance to comment on the report. Clarification was made that what Council is currently looking at is options.

It was suggested that councilmembers look at the grant binders available in City Hall to get more of their questions answered.

Strategic planning of the Business Park will come later. The public asked if an economic analysis was done. Clarification was made that this was touched on as part of the Technical Planning grant.

Councilmember Jones reported on the recent Humboldt Waste Management Authority (HWMA) meeting regarding the North Coast Recycling Market Development Zone (NCRMDZ). She mentioned she would not be available for the next HWMA meeting, and asked alternate, Councilmember Sawatzky, to take her place. He agreed to do so. She also mentioned that March 2nd, the Pints for Non-Profit at Mad River Brewery will be for the Blue Lake Museum.

Councilmember Lynch reported on the recent Redwood Coast Energy Authority (RCEA) meeting regarding Community Choice Aggregation (CCA). She passed out a letter from Matthew Marshall, Executive Director, to John Berchtold, City Manager, regarding an Ordinance that RCEA is asking Cities to adopt. Mayor McCall-Wallace asked if there was a feasibility study regarding rate structure and expressed concern that an ordinance is being discussed before the City can see such possible feasibility study.

Councilmember Sawatzky had nothing to report.

Councilmember Kullmann had nothing to report.

Mayor McCall-Wallace reported on the recent Humboldt County Association of Governments (HCAOG) meeting, stating that the annual funding was approved, which funds transportation.

Future Agenda Items

- Discussion to extend the agreement with Humboldt County Sheriff Department for Public Safety Services – March 22nd meeting.
- CCA Ordinance will be brought to Council in March – would like a discussion on this prior to the Ordinance being brought forward.

Correspondence

City Clerk Sousa passed out a print out of an email regarding a Clean Cities Symposium that was sent to the City Councilmembers through the Clerk email.

Motion to Adjourn

Councilmember Sawatzky *motioned to adjourn.* Councilmember Kullmann seconded. The motion carried. Meeting adjourned at 8:15 p.m.

April Sousa
City Clerk

Approved 3/8/16

Blue Lake City Contract

Agreement to Provide Law Enforcement Services Within The City of Blue Lake

THIS AGREEMENT is made and entered into this 1st day of October 1, 2013 by and between the County of Humboldt, a political subdivision of the State of California (hereinafter called "COUNTY"), and the City of Blue Lake, a municipal corporation in the County of Humboldt (hereinafter called "CITY").

Term of Agreement

1. Basic Term. The term of this AGREEMENT shall commence October 1, 2013, and continue through June 30, 2016, a (33) month term, expiring June 30, 2016, unless sooner terminated pursuant to section 18.

2. Extended Term. The term of this AGREEMENT may be extended for successive periods of one (1) year if the legislative bodies of both parties determine to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to expiration. The extended terms shall be referred to as First Extended Term, Second Extended Term etc.

WITNESSETH:

WHEREAS, pursuant to the authority provided in the Government Code, CITY and COUNTY desire to contract in order that COUNTY, through Sheriff, will perform law enforcement services within the CITY,

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The basic level of services to be provided shall consist of 24 hours of coverage, seven (7) days a week for response to calls at a level not less than that provided by the Sheriff in adjacent areas of the COUNTY, including related back-up and auxiliary services such as investigative, criminalistic, supervisorial, and traffic service functions.

   The staffing level of personnel dedicated to service within CITY shall be two (2) Deputy Sheriffs, each working forty (40) hours per week in four (4) ten (10) hour shifts. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. All additional calls for service, outside of the contracted 10 hours of service per day, shall be dispatched from the Patrol Division. No additional cost to the CITY will be incurred for service calls received outside the ten (10) hours of dedicated patrol service. This service may also include regular, random patrol, as available, of the City of Blue Lake during

the non-dedicated patrol hours of service. In the event one of the deputies assigned to the CITY is unable to perform their duties, due to long-term medical or disability issues, the Sheriff shall assign a suitable replacement until the assigned deputy is cleared to return to full duty.

It is agreed that the Deputies dedicated to the CITY shall each be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work. With the exception of long-term medical or disability issues discussed above, COUNTY shall not be responsible or required to backfill other Deputies to cover for the assigned Deputy(s) out on vacation, sick leave, or other approved or mandated time away from work.

The operation commanders may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements within the City Blue Lake. When such situations occur, the operations commander shall advise the City Manager or his designee of the staffing modifications as soon as practical.

2. The law enforcement services to be provided by the COUNTY to the CITY within the CITY's incorporated area shall include:

   A. Enforcement of State Statutes;
   B. Enforcement of ordinances of CITY (excluding animal control, building and construction);
   C. Police protection of the type provided by the Sheriff;
   D. Traffic enforcement, with the exception of such traffic enforcement as may be provided by the California Highway Patrol on any freeway traversing the CITY or as required by statute;
   E. All detective, juvenile and other specialized services provided by the Sheriff in the unincorporated areas of the COUNTY, such as homicide investigations and narcotics enforcement;
   F. A representative of the Sheriff's Department shall meet twice yearly with the public either in a special meeting or at a council meeting to discuss CITY policing issues;
   G. All other law enforcement services of the type provided by the Sheriff within the unincorporated areas of the COUNTY.

   The Sheriff shall not be required to assume any enforcement duty or function inconsistent with those performed by the Sheriff under the ordinances of the COUNTY and the statutes of the State of California.

3. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with requests consistent with good law enforcement practices and other provisions of this AGREEMENT. To facilitate the timely exchange of such information between the CITY and the

COUNTY, the Parties hereto shall meet from time to time to discuss performance issues under this AGREEMENT and the attendees shall include the City Manager, the Operations Division Commander, the Trinidad/Blue Lake Contract Sergeant, and a designated city council member.

4. For the purposes of performing services and functions pursuant to this AGREEMENT, and only to give official status to such performance, every COUNTY Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this AGREEMENT.

5. The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this AGREEMENT. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give consideration to requests of the City Manager, which may relate to the performance of services under this AGREEMENT. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the parties.

6. An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the station shall be maintained throughout this AGREEMENT. The initial inventory is attached hereto and incorporated herein as Exhibit "A" and shall be updated from time to time by the Parties hereto. Each party will continue to bear their own costs of such items and upon termination of this AGREEMENT, said items or like kind shall be returned to the respective agency who had original ownership.

7. COUNTY shall provide the necessary supplies, equipment services and materials required for performing its duties under this AGREEMENT, including vehicle acquisition, maintenance, fuel and replacements.

8. COUNTY and CITY shall determine where such law enforcement quarters are to be located within the CITY. It is expressly understood that the COUNTY may use such quarters in connection with the performance of its duties in territory outside the CITY and adjacent territory, provided however, that the performance of such non-city duties shall be at no additional cost to the CITY.

9. <u>At the time of execution of this AGREEMENT, the charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is $295,663 annually.</u>

   The total cost charged to the CITY does not include expenses attributable to services or facilities normally provided to all cities within the COUNTY as part of

enforcement duties and functions performed by the Sheriff under the ordinances and regulations of the COUNTY and the statutes of the State of California. The method used in arriving at the total cost charged to the CITY is the application of the established actual personnel costs, and the indirect administrative, operational and County cost based on the percentage of direct services to the Sheriff's overall operational budget. The cost formula and its components are set forth in Exhibit "B" hereof which is attached hereto and incorporated herein by reference.

10. Due to a previous extension, the first period of service cost will be a nine month period from October 1, 2013 through June 30, 2014 thereafter returning to an annual basis of July 1st through June 30. During the first nine month period of the AGREEMENT the CITY shall render to COUNTY the amount of $73,915.77 on a quarterly basis payable on the following dates: first (1st) payment due January 1, 2014, second (2nd) payment due April 1, 2014; third (3rd) payment due July 1, 2014. After this nine month period, the amount of quarterly payments shall be determined as stated in paragraph 11, first (1st) payment due October 1, 2014, second (2nd) payment due January 1, 2015, third (3rd) payment due April 1, 2015, and fourth (4th) payment due July 1, 2015. The remainder of the basic term and any extended term shall follow this quarterly payment schedule. The COUNTY shall, 30 days prior to the payment due date, provide to the CITY an invoice which will reflect the amount due by CITY for services rendered by COUNTY under this AGREEMENT during the previous quarter. If such payment is not received by COUNTY within thirty (30) days of the due date, COUNTY shall be entitled to recover interest at a rate of seven (7%) percent per annum and the COUNTY may terminate this AGREEMENT immediately, and without any further notice take such steps as may be necessary to enforce payment.

11. Recomputation of General Law Enforcement Services. Except as otherwise specified hereinafter, the total amount charged for General Law Enforcement Services, as defined in section 2, shall be recomputed annually on or before June 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. The re-computation calculation shall be determined by the COUNTY based upon estimated additional costs of providing General Law Enforcement Services described in Section 2. The re-computation formula will specifically include estimated costs for items specified in exhibit B. The total contract amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to appeal by CITY. Staff representatives of the COUNTY and CITY are advised to meet during the calculation process and prior to any formal presentation before their respective governing bodies. At the request of either party, cost increases will be formally addressed at any time within the term of this AGREEMENT.

12. The CITY, its officers and employees, shall not assume by this AGREEMENT any liability for the direct payment of any salary, wages, or other compensation to any officer or employee of COUNTY that is performing services hereunder for

the CITY, or for any other liability other than that provided for in this AGREEMENT.

13. COUNTY shall defend, indemnify, and hold harmless the CITY, its agents, officers, council persons, commissioners, and employees, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT by COUNTY, and CITY shall defend, indemnify, and hold harmless COUNTY, its agents, officers, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT by CITY.

    The CITY shall also indemnify and hold harmless the COUNTY, its officers, agents and employees from any claim or liability, based or asserted upon the illegality or constitutionality of any CITY ordinance that the COUNTY has enforced under this contract. This indemnification shall extend beyond the term if this AGREEMENT, including any extension therefore, as to claims, actions or judgments arising from the conduct or inaction of any personnel during the term of this AGREEMENT.

    The COUNTY and its insurer or self-insured pool shall waive its rights to subrogate against the CITY, its officials, officers, employees and volunteers for all workers' compensation claims, injuries or illness arising from the performance of this AGREEMENT. The COUNTY shall provide an endorsement from its insurer or self-insured pool waiving its subrogation rights.

14. It is expressly understood between the parties to this AGREEMENT that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

15. CITY, through its City Manager, shall have access to non-privileged and non-confidential reports and other documents pertaining to the services provided hereunder and within the scope of the Public Records Act (Government Code Section 6250 et seq.). COUNTY shall transmit monthly, to the City Manager, statistical reports on crime occurrence, traffic incidents, and other contract services within the CITY.

16. All work performed hereunder is subject to limitations of Section 23008 of the Government Code of the State of California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by COUNTY hereunder.

17. COMPLIANCE WITH NUCLEAR FREE ORDINANCE: In recognition of the Humboldt County Nuclear Free Ordinance, the CITY certifies by its signature below that it is not a nuclear weapons contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Ordinance in Humboldt County, CITY agrees to notify COUNTY via HCSO immediately if it becomes a nuclear weapons provider, as defined above. CITY acknowledges that, per the terms of the Humboldt County Nuclear Free Ordinance, COUNTY via HCSO may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons provider.

18. This AGREEMENT shall take effect on **October 1, 2013**, or at such sooner time as the parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on **June 30, 2016**. Either party may terminate this contract upon sixty (60) days written notice, which notice shall take effect at the end of the sixty (60) day notice period. Compensation shall be prorated for the fiscal quarter in which the termination occurs.

19. Notices given to parties under this AGREEMENT shall be deemed given when personally delivered or sent and delivered by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

TO THE COUNTY	**TO THE CITY**
Office of the Sheriff Humboldt County Sheriff 826 4th Street Eureka, Ca. 95501	Office of the City Manager PO Box 458 Blue Lake, Ca. 95525

20. No waiver with respect to one covenant, term or condition shall be deemed to constitute a waiver of any other covenant, term, or condition herein, or a waiver of any prior or subsequent failure to perform such covenant, term, or condition.

21. The provisions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective governing boards, successors, assigns, and legal representatives.

22. This AGREEMENT contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect, and this AGREEMENT may only be amended by a writing signed by the parties.

23. The invalidity of any provisions of this AGREEMENT as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

24. Each person executing this AGREEMENT on behalf of the CITY represents and warrants that he or she is authorized by the CITY to execute and deliver this AGREEMENT on behalf of the CITY and that this AGREEMENT is binding on the CITY in accordance with its terms and provisions.

25. The parties hereto agree that the provisions of this AGREEMENT will be construed pursuant to the laws of the State of California. To the extent permitted by law, venue for any legal proceeding involving this AGREEMENT shall be in the courts of Humboldt County, California.

26. Time is hereby expressly declared to be of the essence of this AGREEMENT and each and every provision herein.

IN WITNESS THEREOF, CITY by resolution or other official action duly adopted by its council caused this AGREEMENT to be subscribed by its Mayor and attested by its Clerk, and the COUNTY, by order of its Board of Supervisors, has caused this contract to be subscribed by the Chairman and the seal of said Board to be affixed thereto and attested by the Clerk of said Board on the day and year first hereinabove written.

ATTEST:

By: _____
City Clerk

ATTEST:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED HUMBOLT COUNTY RISK MANAGER

By: _____ for Dan Foster
Risk Manager, County of Humboldt

APPROVED AS TO CONTENT AND RECOMMENDED:

By: _____
City Manager, City of Blue lake

COUNTY Humboldt

By: _____
Chairman, Board of Supervisors

More signatures on following page

APPROVED AS TO FORM:

By:_____
City Attorney, City of Blue Lake

CITY OF Blue Lake

By:_____
Mayor

APPROVED AS TO FORM:
Office of the County Counsel
Humboldt County

By:_____

APPROVED AS TO CONTENT AND RECOMMENDED:
Humboldt County Sheriff's Office

By:_____
Sheriff

Exhibit "A"
Inventory List of Furnishings
Blue Lake Police Department

These Items have been provided by the City of Blue Lake for use by the Humboldt County Sheriff's Office.

(1) L shaped computer desk, oak finis, with drawers.
(5) Gray colored fabric office chair on wheels.
(1) Book Shelf.
(1) File cabinet with wood table top surface, 8 gray metal drawers, upper left drawer with significant damage, appears to have been pried open from being locked.
(1) Push pin bulletin board.
(2) Two mini blinds.
(3) Paper sheredders.
(4) Office phones.
(1) Video surveillance system.
(5) Trash cans.
(1) HP laser printer.
(1) Small refrigerator.
(1) Microwave oven.
(1) Coffee pot.
(2) Computer work-stations.
(1) Desk and workstation at front window.
(1) Television /VCR combination, mounted to wall over front counter window.
(1) Fax machine.
(2) Double drawer with file cabinets.
(2) Book Shelves.

EXHIBIT "B"

INDIRECT CHARGES	TOTAL BUDGET	DIRECT	INDIRECT	COUNTY
OPERATIONS	14,401,200	10,118,688	3,776,103	327,534.00
CUSTODY SERVICES	12,415,250	7,756,875	4,509,818	121,057.00
ANIMAL SHELTER	837,968	490,679	330,210	17,079.00
OES	156,699	96,401	31,873	28,425.00
	27,811,117	18,462,643	8,648,004	494,095

COST OF SERVICES	ADMIN	686,077.26
213, 221, 222, 229, 274	ADMIN SVCS	512,656.91
		1,198,734.17
213, 221, 222, 229, 274	COMMUNIC	607,639.21
	OPERATIONS	7,690,686.25
	OPERATIONS SUPPORT	478,307.34
		8,776,632.80
278	ANIMAL CONTROL	541,864.98
274	EMERGENCY SVCS	136,429.81
243/244	CORRECTIONS	6,834,872.29
	SUPPORT	616,990.11
		7,451,862.40
		18,105,524.16

DEPT CALCS	TOTAL SALARY	16,906,789.99	**ADMIN COSTS**		1,198,734.17
	OPERATIONS SAL	8,776,632.80	**% PER FUNCTION**	51.91%	$622,285
	CUSTODY SRV	7,451,862.40		44.08%	$528,356
	EMERGENCY SER	136,429.81		0.81%	$9,673
	ANIMAL CONTROL	541,864.98		3.21%	$38,420
				1.00	

BLUE LAKE PATROL			
Direct Salary/Salary	2.19%	OLIVERIA	97,125.00
		APONTE	95,055.40
Operations Admin	$13,626.08		192,180.40
Operations Indirect	$82,684.67		
County Indirect	$7,171.95		
Blue Lake annual	$895,669.10		

CITY OF BLUE LAKE

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

6

To: Mayor and City Council
From: John Berchtold, City Manager
Date: March 8, 2016
Subject: Ordinance No. 511: An Ordinance of the City of Blue Lake Adopting the City of Blue Lake Emergency Operations Plan, Defining an Emergency, Appointing a Director of Emergency Services, and Repealing Ordinance No. 255

On April 14, 2015, City Council conducted a first reading of proposed Ordinance No. 511. No Action was taken on a second reading/final adoption. Because of the length of time, it is more transparent to re-do a first reading. During my absence, I have been working on an Emergency Plan Update.

Back to the present, the steps necessary to complete the Emergency Plan work are as follows:

- Accept Ordinance NO. 511 as First Reading on March 22, 2016.
- Conduct Second Reading and take final action on Ordinance No. 511 on April 12, 2016.
- On May 24, 2016, adopt a Resolution which amends the Emergency Plan to reflect the recommended updates.

I am providing you an executive summary of the changes to be made in the emergency plan. This is for information only.

ORDINANCE NO. 511

AN ORDINANCE OF THE CITY OF BLUE LAKE ADOPTING THE CITY OF BLUE LAKE EMERGENCY OPERATIONS PLAN, DEFINING AN EMERGENCY, APPOINTING A DIRECTOR OF EMERGENCY SERVICES, AND REPEALING ORDINANCE NO. 255

The City Council of The City of Blue Lake does ordain as follows:

Section 1: Purposes. The declared purposes of this Ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within the City in the event of an emergency; the direction of the emergency organization; and the coordination of the other public functions of this city with all other public agencies, corporations, organizations, and affected private persons.

Section 2: Definition of Emergency is as follows. A condition of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

Section 3: Appointment of Director of Emergency Services. The City Manager shall be the Director of Emergency Services. The Director shall be in charge of emergency services.

Section 4: Alternate Director of Emergency Services. The City Council shall appoint an Alternate Director of Emergency Services who shall serve as the Acting Director of Emergency Services in absence of the Director of Emergency Services.

Section 5: Adoption of Emergency Operations Plan. The City of Blue Lake Emergency Operations Plan (EOP) identifies the City's emergency planning, organization, policies, procedures, and response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The plan also addresses integration and coordination with other governmental levels when required. The City Council hereby adopts the **Emergency Operations Plan.** The City Councils shall amend the Plan from time to time with the goal of keeping the Plan current. The Plan shall be amended by Resolution of City Council.

Section 6: Repeal of Ordinance No. 255. Upon the effective date of this Ordinance, Ordinance No. 255 is hereby repealed in its entirety.

Section 7: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other

provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

Section 8: Effective Date. This Ordinance shall become effective thirty (30) days after passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Blue Lake, County of Humboldt, State of California, on this ___ day of _____, 20___, by the following vote:

AYES:

NAYES:

ABSENT:

_____
Mayor, City of Blue Lake

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: March 11, 2016
Subject: Changes to the Basic Plan of the Emergency Operations Plan (Pages 1-42)

During my absence, I had an opportunity to carefully review the "Basic Plan" found in the Emergency Operations Plan, originally prepared in April, 2006 and amended on September 28, 2010.

Please find attached reference sheet to the changes. A draft proposed Emergency Plan (edited) can be found on the City website along with this Agenda Packet. Either Mandy or I (her choice) will quickly walk you through the changes.

Many of the changes are housekeeping, clarifying, correcting typos or clean up. The substantive changes are found on Pages 6, 7, 8, and 11 (a).

Staff looks forward to discussing this matter with you further.

Reference to Changes to Basic Plan of the Emergency Operations Plan

Pg. 2	Now refers to Director of Emergency Services. There is no Coordinator
Pg. 6	PW Supervisor is the Alternate to Director
Pg. 6	Succession list can be amended by resolution
Pg. 7	McKinleyville Community Services District is alternate seat of power
Pg. 8	Departmental lines of succession are proposed here.
Pg. 11a	Is simplified Emergency Management Organization for City
Pg. 13	Corrects typo
Pg. 20	Director of Emergency Services
Pg. 21-30	Now refers correctly to MCD instead of CD
Pg. 32	Refers to Director/not a coordinator
Pg. 32	simple clarification
Pg. 33	Correctly refers to Director not a department
Pg. 35	Now Refers to City Planner not department
Pg. 39	Refers to City Planner not department
Pg. 41	Is clean up/replaces Disaster Council
Pg. 41	Clarifies City Manager as Director of Emergency Services
Pg. 42	Updated History
Pg. 43	New Page due to formatting.

7

ORDINANCE NO. 517

AN ORDINANCE OF THE CITY OF BLUE LAKE PROVIDING FOR COMPENSATION FOR THE MEMBERS OF THE BLUE LAKE CITY COUNCIL AND REPEALING ORDINANCE NO. 473

The City Council of the City of Blue Lake does ordain as follows:

Section 1. This ordinance is adopted pursuant to California Government Code section 36516.

Section 2. Each councilmember, including the mayor, shall receive compensation at the rate of $50.00 per month for attending the following meetings:

A. All regular, special, or emergency City Council meetings.

B. All official public meetings of commissions or committees of the City and formed by action of the City Council to which the council member has been assigned to be a member by action of the City Council.

C. All official meetings of commissions, committees, districts, and joint power agencies at which the City is represented by an elected official and to which the council member has been assigned to be the City's representative by action of the City Council.

Section 3. A councilmember may waive all or part of the compensation provided for by this ordinance in accordance with the City's duly adopted Financial Management Policy Manual.

Section 4. Each councilmember shall be reimbursed for actual and necessary expenses incurred in the performance of official duties in accordance with Government Code section 36514.5 and the City's duly adopted Financial Management Policy Manual.

Section 5. Ordinance No. 473 is hereby repealed.

Section 6. This ordinance shall take effect and be in force thrity (30) days after its adoption and shall apply to councilmembers at the earliest date allowed by Government Code section 36516.5.

Passed, Approved, and Adopted this _____ day of _____, 2016, by the following roll call vote:

AYES:

NAYS:

ABSENT:

ATTEST:

_____ _____

City Clerk, City of Blue Lake Mayor, City of Blue Lake

CLERK'S CERTIFICATE

THIS IS TO CERTIFY that Ordinance No. 517 of the City of Blue Lake was introduced and read at the regular meeting of the City Council of the City of Blue Lake, held _____. This ordinance again read at the regular meeting of the Blue Lake City Council, held on _____, and at the time passed by roll call vote, the vote on the adoption of the ordinance being as follows:

AYES:

NAYS:

ABSENT:

_____

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

8

To: Mayor and City Council
From: Amanda Mager, City Manager
Date: March 17, 2016
Subject: 2016 ATP Funding Request for Blue Lake Annie & Mary Trail

SHN Consulting Engineers have been retained by the County of Humboldt to develop an application for the Alternative Transportation Program (ATP); the recommended project is the Blue Lake portion of the Annie and Mary Trail.

Mike Foget, SHN Engineer, will be at the Council meeting to present the project and answer questions. If approved, subsequent action items will be necessary to approve resolutions, identify potential matching funds, identify partner agencies, and coordinate community outreach efforts.

CITY OF BLUE LAKE

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Phone 707.668.5655 Fax 707.668.5916

9

To: Mayor and City Council
From: John Berchtold, City Manager
Date: March 11, 2016
Subject: Greenwood Avenue Traffic-Radar Enforcement/Traffic Study

Councilmember Lynch requests discussion of traffic on Greenwood Avenue. Last summer, Sheriff staff was inquiring if the City would support a traffic study to verify the appropriateness of the current speed limit of 25 miles per hour. Sheriff staff indicated that would be a pre-requisite before sending Blue Lake assigned deputies to become certified radar enforcers. At this time, Lt. Miller indicates that there are no active plans to send the two local deputies to radar training.

I can verify that tickets can easily be contested if radar officials are not radar certified.

CITY OF BLUE LAKE

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Phone 707.668.5655 Fax 707.668.5916

10

To: Mayor and City Council
From: John Berchtold, City Manager
Date: March 11, 2016
Subject: 2016-2017 Council Budget Priorities

I have placed this matter on the agenda to learn if City Council has any specific projects for funding.

This will assist the new City Manager as she prepares a proposed 2016-2017 budget for your approval.

Council may wish to review the recent staff report pertaining to recommended Park & Recreation priorities for 2016-2017 (enclosed). Council may also have other ideas.

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: March 8, 2016
Subject: City Manager's Report: Parks and Recreation Prioritization and Funding

Enclosed find staff review of the priorities submitted by the Park and Recreation Commission. For each priority, staff has provided the following information:
a. End users for each priority
b. Estimated cost of each priority
c. Potential funding source and/or resource(s) to fund each priority (see underlines)
d. Anecdotal comments

In summary, I believe the immediate key priorities for 2016 are as follows:

Replace posts and railings at the horse arena
Rationale: Failure to act could place insurance coverage in jeopardy and thus, the arena itself

Roof inspection at Prasch Hall and potentially moving on this activity if warranted
Rationale: Proper overhead coverage is necessary for safety and to ensure programs remain uninterrupted.

Replace siding of south wall of Prasch Hall.
Rationale: Delays could result in interior damage. (On Monday, March 7, we will pull off siding to verify condition status)

The remaining items and potential time frames are:

- Ball Field Sprinkler system repairs: perhaps complete by 2017
- Arena Dust Barrier - Council / Staff - Discuss / Consider by September, 2016
- Footing Addition @ Arena - When funding becomes available
- Prasch Serving Booth Fan - Not a priority - Use of stove prohibited at this time
- Prasch-Replace Stage Tiles- July, 2017
- Prasch -Replace Floor - July, 2022
- Prasch Hall Floor Lining- July, 2017

In reality, for most priorities, outside funding or resources will become necessary in light of BLUE LAKE POWER not honoring lease payments if $109,000 per year. I will be pleased to discuss this matter with you further.

Arena

Get railing and posts up to code---This is critical. **PARSAC may decline coverage very soon if the railings and posts are not brought up to code.**. An estimate on replacement of the existing wood fence (3 sides only, as east side is chain link fencing) would be about $5,000 in materials only. **This is** for steel gauge or wood fencing. Funding could come from raising the annual subscription Another source could be a community wide fundraiser, or Eagle Scout project or the Saddle Club.

Fix sprinkler system---This project benefits end users of the horse arena. Funding could come from volunteer group fundraisers. The abutting neighboragreed to contribute the materials cost of $650, if labor performed by Miller Farms at a total of **$1,452**.

Dust Barrier--- A community member has used materials available, and is willing to erect. City staff can erect, as well. This may reduce the need for the sprinkler system upgrade at this time, though abutting neighbor have shown resistance to this option, due to limited sunlight in yard. This would be a General Fund expense.

Add Footing---This project would benefit the users of the arena. Cost of,washed, river sand would be approximately $10,000, which includes trucking. Quite frankly, there are other PR infrastructure needs that would benefit more users. This project is one where a community group raises the *necessary* funds.

Little League / Softball Field

Repair sprinklers at the Little League / Softball field. Little League/ Iorg Field has 1-2 sprinkler heads that are not functioning properly and could possibly be repaired by Miller Farms. Assuming the heads are the only replacement need, we have 3 unused sprinkler heads in stock. Funding could come from Little League.Clemence/ softball field has about 6 non-functioning sprinkler heads, so if only heads or valve replacement is required, an estimate on *both* fields would be about **$2,000**. Funding would be increased rental fees.

Serving Booth Exhaust Fan

Wolf Range has no exhaust fan/ hood, and needs to be inspected by PG&E, and gas line service reinstated. An estimate for the hood, installation (could be completed by our staff), and PG&E service is about **$3,000**. This project is not recommended for funding at this time.

Prasch Hall – Comments Pertaining to Work, Value and Potential Funding Sources

- **Repaint Lines on Floor** – This is a routine maintenance item. Value is to basketball and volleyball users. Improvements make floor look more attractive and functional. This work could be undertaken by Hamanaka Painting. The cost would not exceed **$3,300**. Perhaps the Rancheria, which provides a grant for pickup basketball, would consider funding in part. Another source could be community driven support.

- **Repairs to Southern Exterior Wall** – This is a long delayed maintenance item. Failure to act on siding replacement will result in water damage, loss of revenue based on poor aesthetics (side most seen by users). Note: The other sides have been completed, have great appearance, and aids in marketing. Woodwork utilizing internal staff and purchase of materials is estimated to be **$12,000**. Painting could be undertaken by volunteer groups or Sheriff SWAP crew. Funding would be City General Fund.

- **Replace the Floor** – This is a major capital improvement. Refinishing or replacement would benefit activities and programs, which include skating, basketball, volleyball, playgroup, rentals, classes, etc. Cost for refinish is **$25,080.00** and cost for replacement is **$41,368.25.** Partial source of funding is increasing rates for skating, volleyball, basketball, and camps over the next five (5) years to cover this expense.

- **Replace Tiles on Stage** –This is a routine maintenance item that could be undertaken by our staff in 1 to 2 days. Burdened Cost utilizing existing staff would be approximately **$1,500**. Funding would come from designated community fundraisers or partnership with Dell'Arte. Note: Rentals could be a potential revenue source if these improvements are undertaken.

- **Replace the Roof** – This was not identified by the Parks and Recreation Commission. WE experienced major damage to the recently renovated party room. An estimate was completed by Alves on 6/23/15 for the upper roof are = **$24,980**, and for East side of upper roof (above party room) = **$12,070**. This would be a General Fund expense.

CITY OF BLUE LAKE

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

11

To: Mayor and City Council
From: Amanda Mager, City Manager
Date: March 17, 2016
Subject: FY 2016-EDA Funding Request-Economic Strategy

I would like to ask for the Council's approval to develop and submit a funding proposal to EDA's Planning Program and Local Technical Assistance Program and the Public Works and Economic Adjustment Assistance Program (if applicable) for the creation of a Comprehensive Economic Develop Strategy for the City of Blue Lake. If funded, this program can assist the City is creating a vision for the economic growth of our City.

Funding under this program is available on an on-going basis and does not have a deadline for application. With that said, there is a limited amount of funds available and it would be prudent to apply for funding sooner than later.

I do not believe that matching funds are necessary to apply, but it would strengthen our application if a matching fund source could be identified. In looking at the current budget for the City it may be possible to utilize funding under the Industrial Park Expansion Fund to increase our competitiveness.

EDA-HDQ-TA-HDQ-2016-2004759
FY 2016 – FY 2019 EDA Planning Program and Local Technical Assistance Program
Department of Commerce

GENERAL INFORMATION

Document Type:	Grants Notice
Funding Opportunity Number:	EDA-HDQ-TA-HDQ-2016-2004759
Funding Opportunity Title:	FY 2016 – FY 2019 EDA Planning Program and Local Technical Assistance Program
Opportunity Category:	Discretionary
Opportunity Category Explanation:	
Funding Instrument Type:	Cooperative Agreement Grant
Category of Funding Activity:	Other (see text field entitled "Explanation of Other Category of Funding Activity" for clarification) Regional Development
Category Explanation:	Regional planning and local technical assistance
Expected Number of Awards:	
CFDA Number(s):	11.302 – Economic Development_Support for Planning Organizations 11.303 – Economic Development_Technical Assistance
Cost Sharing or Matching Requirement:	No
Posted Date:	Dec 10, 2015
Last Updated Date:	Dec 10, 2015
Original Closing Date for Applications:	Applications are accepted on a continuing basis and processed as received. This Planning and Local Technical Assistance opportunity will remain in effect until superseded by a future announcement.
Current Closing Date for Applications:	Applications are accepted on a continuing basis and processed as received. This Planning and Local Technical Assistance opportunity will remain in effect until superseded by a future announcement.
Archive Date:	
Estimated Total Program Funding:	
Award Ceiling:	$300,000
Award Floor:	$0

ELIGIBILITY

Eligible Applicants:	Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education Public and State controlled institutions of higher education Others (see text field entitled "Additional Information on Eligibility" for clarification) State governments Special district governments County governments Native American tribal governments (Federally recognized) City or township governments Private institutions of higher education Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
Additional Information on Eligibility:	Pursuant to section 3 of the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3122) (PWEDA) and EDA's regulation at 13 C.F.R. § 300.3, the following types of entities are eligible to receive funding assistance from EDA: 1. District Organizations (as defined in 13 C.F.R. § 300.3); 2. Indian Tribes or a consortium of Indian Tribes; 3. States, cities, or other political subdivisions of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; 4. Institutions of higher education or a consortium of institutions of higher education; or 5. Public or private non-profit organizations or associations acting in cooperation with officials of a political subdivision of a State.

ADDITIONAL INFORMATION

Agency Name:	Department of Commerce
Description:	Pursuant to PWEDA, EDA announces general policies and application procedures for grant-based investments under the Planning and Local Technical Assistance programs. Under the Planning program EDA assists eligible recipients in creating regional economic development plans designed to build capacity and guide the economic prosperity and resiliency of an area or region. As part of this program, EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS), which articulate and prioritize the strategic economic goals of recipients' respective regions. In general, EDA provides Partnership Planning grants to the designated planning organization (e.g., District Organization) serving EDA designated Economic Development Districts to enable these organizations to develop and implement relevant CEDS. In addition, EDA provides Partnership Planning grants to Indian Tribes to help develop and implement CEDS and associated economic development activities. The Planning program also helps support organizations, including District Organizations, Indian Tribes, and other eligible recipients, with Short Term and State Planning investments designed to guide the eventual creation and retention of high-quality jobs, particularly for the unemployed and underemployed in the Nation's most economically distressed regions. The Local Technical Assistance program strengthens the capacity of local or State organizations, institutions of higher education, and other eligible recipients to undertake and promote effective economic development programs through projects such as feasibility analyses and impact studies.
Link to Additional Information:	www.eda.gov
Contact Information:	If you have difficulty accessing the full announcement electronically, please contact: the EDA representative for your state. A complete list of EDA representatives is available on EDA's website at http://www.eda.gov/contact/

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Document Type:	Grants Notice
Funding Opportunity Number:	EDAP2016
Funding Opportunity Title:	FY 2016 Economic Development Assistance Programs Application submission and program requirements for EDA's Public Works and Economic Adjustment Assistance programs.
Opportunity Category:	Discretionary
Opportunity Category Explanation:	CategoryExplanation
Funding Instrument Type:	Cooperative Agreement Grant
Category of Funding Activity:	Other (see text field entitled "Explanation of Other Category of Funding Activity" for clarification)
Category Explanation:	The Economic Development Administration's (EDA's) mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for economic growth and success in the worldwide economy. EDA fulfills this mission through strategic investments and partnerships that create the regional economic ecosystems required to foster globally competitive regions throughout the United States. EDA supports development in economically distressed areas of the United States by fostering job creation and attracting private investment. Specifically, under the Economic Development Assistance programs (EDAP) Federal Funding Opportunity (FFO) announcement, EDA will make construction, non-construction, and revolving loan fund investments under the Public Works and Economic Adjustment Assistance (EAA) Programs. Grants made under these programs will leverage regional assets to support the implementation of regional economic development strategies designed to create jobs, leverage private capital, encourage economic development, and strengthen America's ability to compete in the global marketplace. Through the EDAP FFO, EDA solicits applications from rural and urban communities to develop initiatives that advance new ideas and creative approaches to address rapidly evolving economic conditions.
Expected Number of Awards:	
CFDA Number(s):	11.300 -- Investments for Public Works and Economic Development Facilities 11.307 -- Economic Adjustment Assistance
Cost Sharing or Matching Requirement:	Yes
Posted Date:	Oct 26, 2015
Last Updated Date:	Oct 26, 2015
Original Closing Date for Applications:	There are no submission deadlines under this opportunity. Proposals and applications will be accepted on an ongoing basis until the publication of a new EDAP FFO.
Current Closing Date for Applications:	There are no submission deadlines under this opportunity. Proposals and applications will be accepted on an ongoing basis until the publication of a new EDAP FFO.
Archive Date:	
Estimated Total Program Funding:	

Award Ceiling:	$3,000,000
Award Floor:	$100,000

ELIGIBILITY

Eligible Applicants:	Native American tribal governments (Federally recognized) State governments Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education Public and State controlled institutions of higher education Native American tribal organizations (other than Federally recognized tribal governments) Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education Special district governments Private institutions of higher education Others (see text field entitled "Additional Information on Eligibility" for clarification) County governments City or township governments
Additional Information on Eligibility:	Eligible applicants for EDA financial assistance under the Public Works and EAA programs include a(n): (i) District Organization of a designated Economic Development District; (ii) Indian Tribe or a consortium of Indian Tribes; (iii) State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; (iv) institution of higher education or a consortium of institutions of higher education; or (v) public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State. See Section 3 of the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3122) and 13 C.F.R. § 300.3. EDA is not authorized to provide grants or cooperative agreements to individuals or to for profit entities. Requests from such entities will not be considered for funding.

ADDITIONAL INFORMATION

Agency Name:	Economic Development Administration
Description:	Under this FFO, EDA solicits applications from applicants in rural and urban areas to provide investments that support construction, non-construction, technical assistance, and revolving loan fund projects under EDA's Public Works and EAA programs. Grants and cooperative agreements made under these programs are designed to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities. EDA provides strategic investments on a competitive- merit-basis to support economic development, foster job creation, and attract private investment in economically distressed areas of the United States.
Link to Additional Information:	www.eda.gov
Contact Information:	If you have difficulty accessing the full announcement electronically, please contact: the EDA representative for your state. A complete list of EDA representatives is available on EDA's website at http://www.eda.gov/contact/

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John Berchtold-Farewell Reception

Sub-Committee Recommendations:

1. **Date: April 3, 2016**
2. **Time: 2:00-4:00p.m.**
3. **Location: Blue Lake Grange**
4. **Budget-Not to Exceed $350**
    a. Cake
    b. Drinks
    c. Finger Foods
    d. Gift
5. **Invitations:**
    a. "Save the Date-"Recommend sending out an email notification with formal invitations to follow in the mail.
    b. Formal Invitation-Who will create?
    c. Ask John to provide a list of invitees
    d. Other recommended invitees:
        i. Local City Managers
        ii. Board of Supervisors Representative
        iii. ICMA Representative
        iv. Blue Lake Rancheria
        v. Blue Lake Volunteer Fire Department
        vi. Blue Lake School
        vii. Blue Lake Business Owners/Operators
        viii. Community Organizations
            1. Old Crows
            2. Grange
            3. Chamber of Commerce
            4. Ladies of the Lake
            5. Dell Arte'
6. **Gift Ideas:**
    a. Proclamation from City
    b. Other Ideas/Recommendation???

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7. **Speakers:**
    a. City Mayor
    b. City Council Members/Former City Council Members
    c. Staff
    d. ICMA Representative
    e. Local Organizers
    f. Other???

13A

City of Blue Lake
City Council
Skinner Store – 111 Greenwood Ave., Blue Lake, CA
March 8, 2016
MINUTES

The Meeting called to order at 7:00 p.m.
Councilmembers Present: Adelene Jones, John Sawatzky, Michele McCall-Wallace, Jean Lynch, Stephen Kullmann (arrived at 7:03 p.m.)
Councilmembers Absent: none
Staff Present: City Manager John Berchtold, City Attorney Nancy Diamond, City Clerk April Sousa

Motion to Approve the Agenda
Councilmember Jones *motioned to approve the agenda after moving item 9 after item 4.* Councilmember Sawatzky seconded. The motion carried unanimously.

Public Input
Art Jones, who resides outside the City limits and within the sphere of influence, gave public comment on the City's decision making that reflects issues in the sphere of influence. He also asked the City to take another look at annexation of the north side of Blue Lake Blvd.

Brian Wilson, Director of the North Coast Unified Air Quality Management District (NCUAQMD): Executive Overview of Blue Lake Power Consent Decree
Brian Wilson of the NCUAQMD gave an overview of the Consent Decree, and answer questions from Council and public. Clarification was made on how public comment could be made for this issue.

Second Reading and Adoption of Ordinance No. 516: An Ordinance of the City Council of the City of Blue Lake Amending Ordinance No. 487, Prohibiting Smoking in or Around Workplaces and Public Places, to Include the Uses of Electronic Smoking Devices
Mayor McCall-Wallace gave an overview of this Ordinance – no other comment was made by Council.

Lin Glen, Blue Lake resident, commended the Council for taking on this ordinance.

Lou Moerner, Tobacco Free Humboldt, also commented favorably on the ordinance.

Councilmember Jones *motioned for a second reading and adoption of Ordinance No. 516: An Ordinance of the City of Blue Lake Amending Ordinance No. 487, Prohibiting Smoking in or Around Workplaces and Public Places, to include the Uses of Electronic Smoking Devices, by title only.* Councilmember Sawatzky seconded. The motion carried unanimously.

Matthew Marshall, Executive Director Redwood Coast Energy Authority (RCEA): Discussion Regarding Community Choice Aggregation (CCA)
Matthew Marshall of RCEA passed out a rate graph and timeline for CCA. He gave an overview of both and answered questions of the Council and public.

Clarification was made as to when an Ordinance may be brought to the City.

Councilmember Kullmann asked to be put on the record stating that he felt that a CCA was a sound choice. He stated that it has been proven in other areas of the state, and there is a potential for lower rates and create local control.

Mayor McCall-Wallace suggested public input sessions similar to what Humboldt County Association of Governments (HCAOG) does with transit needs.

Council thanked Matthew Marshall for answering questions, and mentioned that more discussion would be needed in the future.

Resolution No. 1068: A Resolution of the City Council of the City of Blue Lake Supporting the Renewal of the North Coast Recycling Market Development Zone Re-Designation
City Manager John Berchtold gave an overview of this resolution. Council and public were given an opportunity to comment.

Councilmember Sawatzky *motioned to adopt Resolution No. 1068: A Resolution of the City Council of the City of Blue Lake Supporting the Renewal of the North Coast Recycling Market Development Zone Re-Designation.* Councilmember Kullmann seconded. The motion carried unanimously.

Resolution No. 1069: A Resolution of the City Council of the City of Blue Lake Requesting Consolidation of the General Municipal Election with the Statewide General Election to be held Tuesday, November 8, 2016
Clarification was made regarding the reasons for this resolution.

Councilmember Sawatzky *motioned to adopt Resolution No. 1069: A Resolution of the City Council of the City of Blue Lake Requesting Consolidation of the General Municipal Election with the Statewide General Election to be held Tuesday, November 8, 2016.* Councilmember Kullmann seconded. The motion carried unanimously.

Resolution 1070: A Resolution of the City Council of the City of Blue Lake Accepting Grant of Easement from Robin B. Rousseau, Trustee of the Rousseau Family Trust U/T/D May 10, 1991 for Locating a Bus Stop on Portion of a Parcel Designated by APN 025-191-015
Councilmember Jones *motioned to adopt Resolution 1070: A Resolution of the City Council of the City of Blue Lake Accepting Grant of Easement from Robin B. Rousseau, Trustee of the Rousseau Family Trust U/T/D May 10, 1991 for Locating a Bus Stop on Portion of a Parcel Designated by APN 025-191-015.* Councilmember Sawatzky seconded. The motion carried unanimously.

Ordinance No. 517: An Ordinance of the City of Blue Lake Providing for Compensation for the Members of the Blue Lake City Council and Repealing Ordinance No. 473
Councilmember Kullmann *motioned a First Reading of Ordinance No. 517: An Ordinance of the City of Blue Lake Providing for Compensation for the Members of the Blue Lake City Council and Repealing Ordinance No. 473, by title only.* Councilmember Jones seconded. The motion carried unanimously.

City Manager Report: Parks and Recreation Prioritization and Funding
City Manager Berchtold gave an overview of the written report presented in the packet.

Council directed the Parks and Recreation director to research possible grants for this prioritization.

The public was given an opportunity to speak. Jana Ganion from the Blue Lake Rancheria stated that the Rancheria was definitely interested in this report as a donor to Parks and Recreation programs.

Council thanked City Manager Berchtold for this report.

Mayor McCall-Wallace asked for a 5 minute break. The meeting resumed at 8:16 p.m.

Consent Agenda
Councilmember Jones asked to pull item 12b: Warrants and Disbursements February 2016.
Mayor McCall-Wallace asked to pull item 12d: Partnership with Dell'Arte for Prasch Hall Rental.

Councilmember Kullmann *motioned to accept the remaining Consent Agenda items: item 12a: Minutes from February 23, 2016 Regular Meeting and item 12c: January 2016 Financials.* Councilmember Sawatzky seconded. The motion carried unanimously.

Warrants and Disbursements February 2016.
Clarification was made regarding specific vendors.
Councilmember Jones *motioned to accept the Warrants and Disbursements for February 2016.* Councilmember Kullmann seconded. The motion carried unanimously.

Partnership with Dell'Arte for Prasch Hall Rental
Mayor McCall-Wallace felt that this request was not necessary. Council discussed the fee, and it was suggested that no rental fee for any part of Prasch Hall should be below that of the non-profit game room rental fee of $20 per hour.

No action was taken on this item.

Reports of Council and Staff

City Manager Berchtold gave an update on 650 Chartin Way and passed out a report by Business Office Manager Vicki Hutton regarding bank changes with Tri-Counties Bank.

Councilmember Jones reminded Council that the alternate, John Sawatzky, would be attending the next Humboldt Waste Management Authority Meeting. She also mentioned that the museum will open early April and the museum luncheon will be April 14th.

Councilmember Lynch had nothing to report.

Councilmember Sawatzky had nothing to report.

Councilmember Kullmann had nothing to report.

Mayor McCall-Wallace reported on the Public Safety Commission meeting that was held the night before the Council meeting. She also spoke about her recent meeting with Lt. Miller from the Sheriff's office and possible flex times with Deputy Crosswhite.

Future Agenda Items

- Councilmember Lynch – Loitering Ordinance
- Councilmember Kullmann – look at moving to a local bank
- Annexation of North side of Blue Lake Blvd. Discussion
- Mayor McCall-Wallace – Brown Act and Social Media on March 22, 2016

Correspondence

none

Motion to Adjourn

Councilmember Sawatzky *motioned to adjourn.* Councilmember Kullmann seconded. The motion carried. Meeting adjourned at 9:40 p.m.

April Sousa
City Clerk

DRAFT

CITY OF BLUE LAKE

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

13B

To: Mayor and City Council
From: John Berchtold, City Manager
Date: March 8, 2016
Subject: Agreement for Engineering and Other Professional Services with SHN

Enclosed find the proposed agreement for Engineering services for 2016 through March 22, 2017. In the past, City Council approved an amendment annually regarding a work plan covering costs.

Staff has drafted a comprehensive agreement which includes a detailed agreement with added insurance and indemnification requirements. PARSAC, our Risk Management organization, recommended the creation of a new agreement to protect the City's interests. SHN has agreed to the new contract form. The scope of the work is very similar to that of the last five (5) years.

I recommend your authorization of the agreement.

AGREEMENT FOR ENGINEERING
AND
OTHER PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 12th day of February, 2016, by and between the City of Blue Lake, an incorporated city within the State of California (hereinafter referred to as the "CITY"), and SHN Engineers & Geologists, Inc., a California corporation (hereinafter referred to as "ENGINEER").

WITNESSETH

WHEREAS, CITY requires professional City Engineer, City Surveyor, and related services to carry out its responsibilities as a municipal corporation; and

WHEREAS, ENGINEER is qualified and experienced to provide such professional services;

NOW THEREFORE, the CITY and ENGINEER, for consideration hereinafter set forth, mutually agree as follows:

1. CITY shall provide to ENGINEER those items as provided in Attachment A, City Responsibilities.

2. ENGINEER shall perform those services described within Attachment B, Engineer Scope of Work.

3. ENGINEER services shall be furnished in accordance with the provisions contained within Attachment C, Terms and Conditions.

4. ENGINEER shall assign Mike Foget, P.E., to be the City Engineer and personally participate in and coordinate the provisions of City Engineer Services.

5. CITY shall compensate ENGINEER in full for such services as described within Attachment D, Compensation.

6. ENGINEER shall satisfy all insurance and indemnity requirements as described in Attachment E, Insurance and Indemnity.

7. The Term of this Agreement shall commence February 12, 2016, and shall end March 22, 2017 unless sooner terminated by either party pursuant to the terms 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 February 12, 2016.

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

SHN Consulting
Engineers & Geologists, Inc.
812 W. Wabash
Eureka, CA 95501-2138

By

Approved as to legal form:

City Attorney

Attest:

City Clerk, City of Blue Lake

City of Blue Lake:

Mayor

ATTACHMENT "A"

CITY RESPONSIBILITIES

The City shall:

1. Annually approve an Engineering Services Work Program based upon CITY budget appropriations.

2. At the discretion of the City Council, annually adopt a Capital Improvement Program ("CIP") which establishes the project upon which the ENGINEER may perform professional services during the budget year.

3. Maintain and provide to ENGINEER, on a routine basis, information concerning CITY operations and budgets as they may affect the performance of engineering services.

4. Provide one set each of continually current City ordinances, General Plan, Zoning Ordinances, Water Ordinances, Sewer Ordinances, and all other ordinances that address engineering, surveying, and public works activities and resolutions affecting City Engineer's services. In addition, provide notice of officially adopted building codes.

5. Provide written instructions to ENGINEER from the City Manager for the performance of any service not specifically found within Attachment "B", ENGINEER'S SCOPE OF WORK, or within the ordinances of the CITY.

6. Pay for all reasonable fees, charges, and expenses related to City Engineer's activities performed in support of this AGREEMENT.

7. The City Manager shall annually review performance of City Engineer's services during March or April each year.

ATTACHMENT "B"

ENGINEER SCOPE OF WORK

Under the administrative direction of the City Manager, the following basic services shall be provided by the ENGINEER:

1. Attendance of the City Engineer at the regular meeting(s) of the City Council of the CITY shall be at the request and direction of the City Manager.

2. When requested by the City Manager, update and present, as a part of the CITY budget process, a Capital Improvement Program ("CIP") to include specifically, but not limited to, the CITY's water facilities, the CITY's roads, and the CITY's sewage system.

3. Those services as described as the responsibility of the City Engineer in the ordinances of the CITY OF BLUE LAKE and the laws of California, as they may be modified from time to time.

4. Performance of water fee schedule review as requested by the City Manager to complement the CIP.

5. Performance of sewer fee schedule review as requested by the City Manager to complement the CIP.

6. Engineering assistance to the City Manager in the operation and maintenance programs of the CITY water and sewage facilities, if requested.

7. Assistance with the annual road maintenance program, if requested.

8. Assistance in structural engineering, when requested.

9. Preparation of traffic studies as may be directed by the City Council or City Manager, when requested.

10. Review for compliance with the Ordinances of the CITY, Subdivision Map Act, and Land Surveyors Act, all relevant applications submitted to the ENGINEER by the CITY.

11. Review for compliance with the Ordinances of the CITY and Standard Engineering Practices, zoning and related permit applications referred to the ENGINEER by CITY staff or Council.

12. Perform the studies, design, and project engineering services necessary to improve the municipal systems in conformance with the CIP and other projects, at the direction of the City Manager for activities where the estimated cost of engineering and related services is less than $10,000. When the estimated cost is greater than $10,000, the City Manager shall decide on a case-by-case basis whether the ENGINEER shall provide design and project engineering services or whether a Request for Proposal ("RFP") shall be prepared and sent out for such services. If an RFP is prepared, ENGINEER shall prepare a project scope of work and provide technical input for the Council's selection of a professional to do the work, and ENGINEER shall administer the project.

13. Perform other services as approved and directed by the City Council or City Manager, from time to time.

14. Perform construction monitoring and testing services as may be directed by the City Manager.

15. Advise and consult with legal staff, public works staff, other staff and City Council in oral and written form as requested by City Manager and/or budgeted or approved by City Council.

ATTACHMENT "C"

TERMS AND CONDITIONS

1. **LEGAL ACTIONS** – If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and expert witness fees.

2. **WORK STOPPAGE** – In the event that all or any portion of the work prepared or partially prepared by ENGINEER be suspended, abandoned, or terminated, CITY shall pay ENGINEER for al fees and charges to the date of the stoppage, plus any and all costs of stoppage and related costs thereafter.

3. **CHANGE IN WORK SCOPE** – CITY agrees to compensate ENGINEER for any change in Scope of Work approved by City on a time and materials basis utilizing the standard fees and charges, or such other method of compensation as may be agreed to be CITY and ENGINEER.

4. **CONFLICT OF INTEREST** – ENGINEER is prohibited from performing services for residents or landowners for projects entirely within the boundary of the City Limits, unless permitted by City Manager. ENGINEER may maintain an active engineering practice or any other job, occupation, or profession, but ENGINEER shall not represent clients in engineering matters if representation of CITY would pose a conflict of interest for ENGINEER. If such a conflict cannot be avoided, ENGINEER will promptly disclose the potential conflict to the City Manager of CITY and will assist CITY in obtaining separate engineering representation acceptable to CITY. City Engineer and City Surveyor must comply with State laws pertaining to conflict of interest for public officials including, but not limited to, annual financial disclosure and disqualification.

5. **TENURE AND STATUS** – ENGINEER shall serve at the will and pleasure of the City Manager and 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, ENGINEER is an independent contractor, and not an employee of CITY. Others of ENGINEER's staff may be assigned as City Engineer or City Surveyor only with explicit approval of CITY.

6. **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, ENGINEER shall be paid all amounts due on the effective day of termination, plus termination expenses.

7. **PROFESSIONAL PERSONNEL** – All technical and professional personnel which may be assigned by ENGINEER shall be capable and responsible based upon training, experience and/or licensing and registration, as determined by the ENGINEER.

8. **CITY REPRESENTATIVE** – City Engineer is a representative of the CITY in all matters established by ordinance of the CITY and shall attempt to be helpful and responsive to all other agency personnel who interact with the CITY and ENGINEER. Initial citizen contacts should be routed through the City Manager.

9. **COMPENSATION AND REIMBURSEMENT FOR EXPENSES** – CITY will reimburse ENGINEER's ordinary and necessary travel expenses, including but not limited to meals, lodging, and transportation (including automobile transportation at CITY's prevailing mileage rate) when a CITY's request ENGINEER travels beyond the Humboldt Bay area to perform engineering services for CITY. Such reimbursement will be paid only after ENGINEER submits to CITY an itemized bill and appropriate receipts for travel expenses.

   ENGINEER will not count as time spent in providing engineering services for CITY, and CITY will not reimburse ENGINEER for time spent in traveling to and from CITY's offices for Council and staff meetings. However, ENGINEER may count as time spent in providing engineering services to CITY, and CITY will pay ENGINEER 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 and for all projects.

   City certifies that work directed under this Agreement is, or will be, appropriated, and that it has authority to commit reimbursement under this Agreement.

10. **SERVICES NOT COVERED** – It is expressly understood and agreed that ENGINEER shall have no general responsibility for overseeing CITY operations or for engineering services in connection with any matter that ENGINEER is not specifically requested to undertake or is not required of ENGINEER by reason of ENGINEER's capacity as City Engineer. It is also understood and agreed that CITY may obtain engineering services from time to time from other engineers 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.

ATTACHMENT "D"

COMPENSATION AND PAYMENT

A. Compensation

1. For the services included within Attachment A, ENGINEER Scope of Work, ENGINEER shall be compensated on a time and materials basis based upon the ENGINEER's fee schedule found as Exhibit B.

2. City Engineer's hourly rate will be as set forth in Exhibit B.

3. The compensation provided for herein may be amended from time to time by agreement of the parties.

B. Payment

1. ENGINEER shall submit invoices for work performed at least monthly, within fifteen (15) days of the end of each calendar month.

2. Invoices shall be organized consistent with CITY budget requirements and shall be due and payable upon receipt.

3. The costs will not exceed that which is found in Exhibit A.

ATTACHMENT "E"
INSURANCE AND INDEMNITY

1. **GENERAL REQUIREMENTS.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such cove rage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. If Consultant maintains higher limits than the specified minimum limits required, City shall be entitled to coverage for the higher limits maintained by Consultant.

   a. **MINIMUM SCOPE OF COVERAGE.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering owned, non-owned and hired autos. No endorsement shall be attached limiting the coverage.

   b. **ADDITIONAL REQUIREMENTS.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

      1. City and its officers, employees, agents, an volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

      2. The insurance shall cover an on occurrence or an accident basis, and not on a claims-made basis.

      3. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to

contribute to a loss under the coverage.

4. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

5. The policy shall cover inter-insured suits and include a "separation of insureds" or severability" clause which treats each insured separately.

6. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).

7. Required if Consultant has employees. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. Employers Liability with limits of $1,000,000 per Accident; 1,000,000 Disease per employee; $1,000,000 Disease per policy.

8. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits or any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy, the City may procure such insurance at Consultant's sole cost and expense.

2. **PROFESSIONAL LIABILITY INSURANCE.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

   a. Any deductible or self-insured retention shall not exceed $50,000 per claim unless approved by the City.

   b. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancelation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy, the City may procure such insurance at consultant's sole cost and expense.

   c. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.

2. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

3. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

3. **ALL POLICIES REQUIREMENTS.**

a. **ACCEPTABILITY OF INSURERS.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

b. **VERIFICATION OF COVERAGE.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effective coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

c. **SUBCONTRACTORS.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

d. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

e. **WAIVER OF SUBROGATION.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

4. **REMEDIES.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

   - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

   - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

   - Terminate this Agreement

5. **INDEMNITY.**

   a. Design Professional agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees and volunteers.

   b. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnity, defend and hold harmless the City, its officers, officials, employees and volunteers for and against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Consultant's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City.

EXHIBIT "A"
COSTS OF GENERAL ENGINEERING SERVICES FOR 2016

SHN agrees to provide services on a time and expenses basis. Fees are estimated for 2016 below.

100	General Engineering, Cost Recover Projects, and Project Management	$ 5,500
300	HCAOG Technical Advisory Committee	$ 5,500
400	Economic Development	$ 250
600	General Survey	$ 1,500
700	General Wastewater	$ 6,000
701	Mad River Brewery Wastewater	$ 1,500
702	Calgon Carbon Wastewater	$ 0
703	Blue Lake Power Wastewater	$ 250
704	Blue Lake Rancheria Wastewater	$ 250
705	Jewell Distillery Wastewater	$ 250
706	B&B Portable Toilet Company Wastewater	$ 250
800	Water	$ 2,500
	Total	**$ 23,750**

EXHIBIT "B"

Consulting Engineers & Geologists, Inc.

Fee Schedule
January 1, 2016

When accurate definition of the proposed work is not possible, an hourly charge out rate for determining compensation shall be used. Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Current rates are as follows:

Hourly Charge Rates			
Position[1]	**Hourly Rates**		
Principal Engineer	$ 135.00	-	$180.00
Principal Engineering Geologist	$ 125.00	-	$155.00
Principal Surveyor	$ 125.00	-	$155.00
Project Manager	$ 85.00	-	$155.00
Senior Planner	$ 100.00	-	$140.00
Senior Engineer	$ 115.00	-	$150.00
Senior Geotechnical Engineer	$ 125.00	-	$155.00
Senior Geologist	$ 115.00	-	$145.00
Senior Surveyor	$ 105.00	-	$135.00
Engineer	$ 85.00	-	$120.00
Traffic Engineer	$ 85.00	-	$140.00
Geologist	$ 85.00	-	$115.00
Certified Industrial Hygienist	$ 95.00	-	$140.00
Environmental Specialist	$ 75.00	-	$130.00
Environmental Planner	$ 75.00	-	$115.00
Staff Surveyor[3]	$ 75.00	-	$105.00
Assistant Engineer	$ 75.00	-	$120.00
Survey Party Chief[3]	$ 75.00	-	$105.00
Junior Engineer	$ 65.00	-	$ 90.00
Engineering Technician/Draftsperson[3]	$ 65.00	-	$ 90.00
Lab/Field Technician[3]	$ 65.00	-	$ 100.00
Survey Technician[3]	$ 65.00	-	$ 90.00
Technical Writer	$ 55.00	-	$ 70.00
Clerical	$ 50.00	-	$ 70.00
Expert Witness[2,4]	$155.00	-	$255.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.
2 Minimum daily charge is four hours.
3 Rates depend on the specific personnel assigned and if prevailing wage rates are required in the area of work.
4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

Reimbursables The following direct charges are charged in addition to the hourly charge rates set forth above.	
Direct Charges:	
CADD plots (black & white)	$ 4.00/ea.
CADD plots (color)	$ 20.00/ea.
Copies	$ .15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
FAX	$ 2.00/sheet
Field office	Cost + 15%
Filing fees, telephone expense, etc.	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	$ 2.50/sq. ft.
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	$ 50.00/day
Field Testing and Equipment:	
Anchor bolt tension testing	$ 80.00/day plus operator
CO_2 Meter	$ 10.00/day
Concrete Compression Impact Hammer	$ 25.00/day*+
Core Drilling Machine	$ 75.00/day + $3.00/inch cored
Dissolved Oxygen Meter	$ 53.00/day*+
Expendable Supplies	$ 40.00/day*+
Fyrite Meter	$ 33.00/day*+
Generator	$ 53.00/day*+
Geophysical Equipment	By Quotation
Grundfos Controller & Pump	$275.00/day
Hand Auger	$ 33.00/day
Health & Safety Level D	$ 35.00/day*+
Health & Safety Level C	$ 60.00/day*+
High Pressure Controller	$ 60.00/day*+
Inclinometer	$200.00/day*
LEL Meter	$ 66.00/day*+
Nuclear Density Testing	$ 25.00/hour plus operator
Other equipment including drill rigs, backhoes, etc.	Cost + 15%
ORP Meter	$ 15.00/day
OVA	$132.00/day*+
Ozone Sparge Trailer	$2,000.00/day
Peristaltic Pump	$ 50.00/day*+
pH/Conductivity Meter	$ 53.00/day*+
Power Auger	$100.00/day*+
Pumps	$ 45.00/day*+
Quad (ATV)	$150.00/day
Rebar Locating Device	$ 40.00/day plus operator

* 1/2 Day Minimum Charge.
\+ 25% Weekly Discount, 40% Monthly Discount.
(1) If concrete is sampled and delivered to SHN lab by outside contractor, add $5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued	
Field Testing and Equipment, Continued:	
Roto-hammer	$ 50.00/day*+
Skidmore-Wilhelm Bolt Tension Calibration	$ 50.00/day
Soil/Gas Purge Pumps	$ 30.00/day*+
Soil Gas Probes	$200.00/day*+
Torque Wrench (0 to 250 ft lbs)	$ 25.00/day
Torque Wrench (250 to 1,000 ft lbs)	$ 50.00/day
Turbidity Meter	$ 26.00/day*+
Ultrasonic Test Device	$ 20.00/hour plus operator
Vapor Extraction System	$500.00/day*+
Water Level Data Logger	$ 60.00/day*+
Water Level Meter	$ 33.00/day*+
Well Point	$ 50.00/day
Well Wizard	$100.00/day*+
Survey Equipment:	
GPS Station	$300.00/day*
Level	$ 25.00/day*
Robotic Total Station	$ 200.00/day
Total Station	$ 7.50/hour
Total Station w/Data Collector	$ 100.00/day
Laboratory Tests:	
Asphalt Briquette Compaction	$ 50.00/ea.(1)
Asphalt Bulk Specific Gravity	$ 30.00/ea.
Asphalt Content by Nuclear Method	$ 75.00/test
Asphalt Content Gauge Calibration	$190.00/ea.
Asphalt Extraction (% Bitumen)	On Request
Asphalt (Hveem) Mix Design	On Request
Brass Tube (Liner)	$ 5.00/ea.
Cleanness Value (CT 227)	$ 75.00/ea.
Compaction Curves (ASTM D 1557 or Caltrans CT216):	
4-inch Mold	$150.00/ea.
6-inch Mold	$150.00/ea.
Check Point	$ 50.00/ea.
Concrete Compressive Strength (CT 521 or ASTM C39)	$ 25.00/ea.(2)
Concrete Linear Shrinkage (3 Bars)	$200.00
Concrete Moisture	$ 25.00/test (floor test)
Consolidation Test	$300.00/ea.
Direct Shear, per point: (ASTM D3080)	
Consolidated-Drained (CD)	$130.00/point
Unconsolidated-Undrained (UU) (Modified ASTM)	$100.00/point
Consolidated-Undrained (CU) (Modified ASTM)	$115.00/point
Additional cycles (each)	$ 50.00/ea.
Disposable Concrete Molds	$ 2.00/ea.

* 1/2 Day Minimum Charge.
\+ 25% Weekly Discount, 40% Monthly Discount.
(1) If asphalt is delivered to SHN lab unmixed, add $75.00/ea. for processing and mixing per Caltrans CT304.
(2) If concrete is sampled and delivered to SHN lab by outside contractor, add $5.00/ea. for processing and curing per ASTM C-31.

Reimbursables, Continued	
Laboratory Tests, Continued:	
Durability Index	$ 75.00/ea.
Expansion Index	$150.00/test
Fireproofing Density	$ 50.00/ea.
Grout Compressive Strength	$ 40.00/ea.
LA Rattler (abrasion resistance)	$150.00/test
Liquid Limit	$ 75.00/ea.
Masonry Block Compressive Strength	$ 65.00/ea.
Masonry Block Linear Shrinkage	$ 85.00/ea.
Masonry Block Prism Compressive Strength	$125.00/ea.
Masonry Core Shear Test	$ 50.00/core
Moisture Content	$ 15.00/ea.
Moisture-Density Test	$ 25.00/ea.
Particle Size Analysis (ASTM 422)	$100.00/ea.
Percent Crushed Particles	$125.00/ea.
Percent Entrained Air In Concrete	$ 10.00/ea.
Percent Organics	$ 50.00/ea.
Plastic Limit	$ 50.00/ea.
Plasticity Index	$125.00/ea.
R-Value	$250.00/ea.
Rice Specific Gravity of Asphalt (ASTM D2041)	$ 70.00/ea.
Sand Equivalent	$ 50.00/ea.
Sawing Rocks and Concrete Cores	$ 30.00/unit
Sieve Analysis--Coarse	$ 45.00/ea.
Sieve Analysis--Fine	$ 55.00/ea
Sieve Analysis--Passing 200	$ 45.00/ea.
Specific Gravity, Rock	$ 45.00/ea.
Stabilometer of Premixed AC	$ 75.00/ea.
Sulfate Soundness	$ 80.00/cycle
Swell Test	$ 55.00/point
Triaxial Compression	
Unconsolidated Undrained (TXUU) (ASTM D2850)	$115.00/point
Consolidated Undrained (TXCU) (ASTM D4767)	$385.00/point
Consolidated Drained (TXCD) (ACOE)	$500.00/point
Consolidated Undrained (TXCU-3 stage) (ASTM D4767)	$810.00/test
Consolidated Drained (TXCD-3 stage) (ACOE)	$860.00/test
USDA Bulk Density Test	$ 30.00/ea.
USDA Textural Suitability Test	$ 50.00/ea.
Unconfined Compression	$ 50.00/ea.
Unit Weight of Lightweight Concrete	$ 50.00/unit

Notes:

All samples of soil or rock from physical testing are discarded 30 days after submission of final report unless prior arrangements are made. Samples of soil or rock submitted for testing for hazardous substances will be returned to the Client, who is responsible for proper disposal.

This fee schedule is subject to review and adjustment, as required.

Certain services may require prevailing wages or overtime at premium pay to SHN employees. In such circumstances, fees will be adjusted to reflect increased labor costs.

13C

To: Mayor & City Council

From: John Berchtold, Senior Management Advisor

Date: March 15, 2016

Subject: Stringent spending limits by City personnel (recommendation)

With the current cash flow shortfall (due to rental payments not being paid by Blue Lake Power and Luna), I recommend that the City Council adopt the following policy.

City personnel authorized to make purchases shall secure the advance approval of the City Manager if a purchase exceeds $300.00

In addition, all projects costing over $300.00 requires the advance approval of the City Manager. No project shall be divided into parts to avoid meeting the intent of this policy.

I am prepared to answer any questions.

CITY OF BLUE LAKE

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

14A

To: Mayor and City Council
From: April Sousa, City Clerk
Date: March 22, 2016
Subject: Information Only Items – JPA minutes

Attached are the last approved and/or draft minutes for the JPA's that Councilmembers are a part of. Provided this month is the February Minutes from Humboldt County Association of Governments (HCAOG).

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS
611 I Street, Suite B
Eureka, CA 95501
(707) 444-8208
www.hcaog.net

BOARD OF DIRECTORS
DRAFT MEETING RECORD

Regular Meeting
February 18, 2016, 4:00 p.m.
Eureka City Hall, Council Chambers
531 K Street, Eureka

Present:

Supervisor Ryan Sundberg, Chair	County of Humboldt
Mayor Frank Jäger, Vice-Chair	City of Eureka
Councilmember Doug Strehl	City of Fortuna
Mayor Michele McCall-Wallace	City of Blue Lake
Mayor Don Hindley	City of Ferndale
Councilmember Jack West	City of Trinidad
Councilmember Gordon Johnson	City of Rio Dell
Mayor Paul Pitino	City of Arcata

Absent:
None

Policy Advisory Committee Members:

Kevin Tucker	Caltrans District 01
Mark Lovelace	Humboldt Transit Authority

Staff:

Marcella Clem	Executive Director
Debbie Egger	Administrative Services Officer
Debra Dees	Associate Planner

1. **Call to Order**
   Chair Ryan Sundberg, called the meeting to order at 4:00 p.m.

2. **Adjournment of the HCAOG Board; Convening of the Policy Advisory Committee (PAC)**
   The PAC convenes to include representation from Caltrans and the Humboldt Transit Authority Board for items specific to transportation.

3. **Public Participation**
   There was no public participation for items not on the agenda.

4. **Approval of the Meeting Record** – January 21, 2016
   Motion was made (Jäger/Johnson) to approve the January 21, 2016 meeting record as presented.
   Motion carried.
   Abstention: Hindley

5. **Consent Calendar**
   Motion was made (Strehl/Johnson) to approve the following consent items:
   a. Transportation Development Act (TDA) Local Transportation Fund (LTF) FY 2016-17 Apportionment and Allocation [Resolution 16-01]
   b. County of Humboldt Local Transportation Fund (LTF) Claim [Resolution 16-02]
   Motion carried unanimously.

6. **Items Removed from Consent Calendar**
   No Items were removed from the consent calendar.

7. **Action Items**

   a. **FY 2016-17 Draft Overall Work Program (OWP) & Budget**
   Motion was made (Pitino/West) to approve the Draft FY 2016-17 OWP & Budget and direct staff to forward to Caltrans District 1 for review and comment.

   b. **Revised 2016 Regional Transportation Improvement Program (RTIP)**
   The following members of the public spoke on this item:
   Jesse Willor, Department of Public Works Eureka, Technical Advisory Committee (TAC) Member
   Tom Mattson, Director of Public Works Humboldt County, TAC Member
   Jill Duffy, Executive Director, Humboldt Waste Management Authority

   Motion was made (Jäger/Johnson) to approve a revised 2016 RTIP, which delays $800,000 in existing STIP funded projects to the 2019-20 fiscal year. Authorize staff to submit the revised RTIP to Caltrans and the California Transportation Commission.
   Motion carried unanimously.

   c. **California Transportation Commission (CTC) Letter to Legislature**
   Motion was made (McCall/Johnson) to approve Executive Director to send letters with changes as discussed to include adding the word unanimous, and include both HCAOG Chair and Executive Director signatures.
   Motion carried unanimously.

8. **Reconvening of the HCAOG Board** (4:46 p.m.)
   Motion was made (Jäger/Hindley) to reconvene as the HCAOG Board and approve the PAC recommendations.
   Motion carried unanimously.

9. **HCAOG Staff and PAC Member Reports**

Jack West commented that at Trinidad's last Council meeting, the Council was making efforts to take lead to get a trail started to connect Scenic Drive with Little River.

Jack West commented regarding a letter he wrote that was distributed at the meeting. The letter expressed appreciation for efforts on improvements to bicycle, walking, and running trails in Humboldt County, but also noted three areas of Highway 101 of great concern regarding debris for bicyclists. The three areas include: Eureka to Fortuna, Samoa Blvd to Guintoli Lane in Arcata, and north of Trinidad. Kevin Tucker, Caltrans, stated that he will share Mr. West's comments with Caltrans and bring back information on how the public can contact Caltrans regarding issues.

Gordon Johnson informed that Senator Huffman attended the last meeting of the Last Chance Grade Committee and Sebastian Cohen provided a presentation on the Grade. It was HCAOG Board consensus to invite Sebastian Cohen to provide his presentation to the HCAOG Board. Marcella will coordinate with Mr. Cohen for presentation at a future meeting.

10. Adjournment

The meeting adjourned at 4:58 p.m.

Respectfully submitted,
Debra Dees, Associate Planner

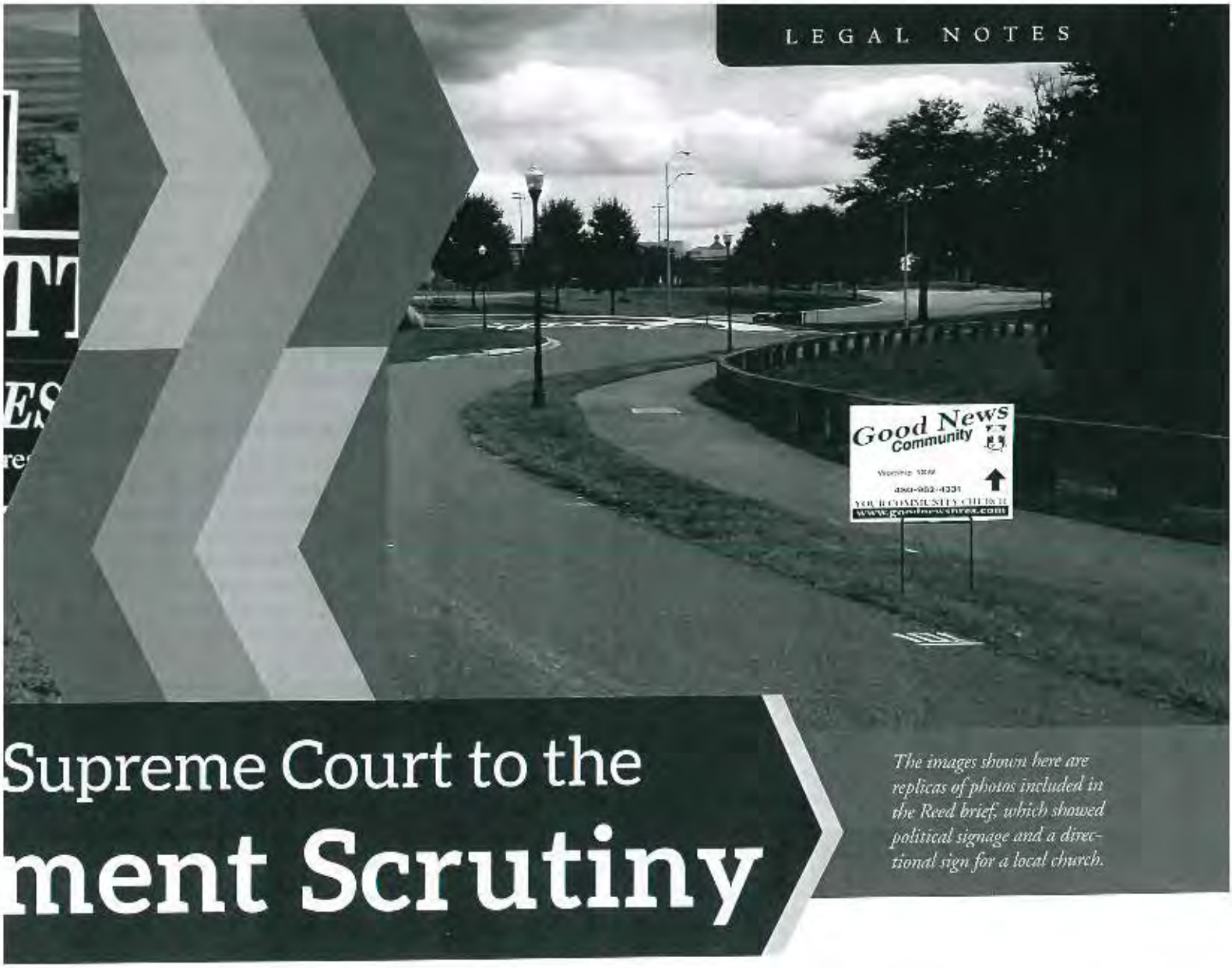
14B

Temporary Directional Signs Lead U.S. Strictest First Amend

by Margaret Rosequist

The U.S. Supreme Court issued its much anticipated opinion in *Reed v. Town of Gilbert* on June 18, 2015, finding that the sign regulations in Gilbert, Arizona, violated the First Amendment. Although *Reed* considered only – and found unconstitutional – distinctions the town made under its sign ordinance between different types of noncommercial signs, the ruling's impact is potentially far-reaching for California cities, because the court articulated an unforgiving standard for assessing the content neutrality of any restrictions under a city's sign ordinance that impact speech rights.

Margaret Rosequist is an attorney with the law firm of Meyers Nave and can be reached at mrosequist@meyersnave.com.



Supreme Court to the ment Scrutiny

The images shown here are replicas of photos included in the Reed brief, which showed political signage and a directional sign for a local church.

Background on *Reed*

The *Reed* plaintiffs, a pastor and his small "homeless" church, had placed temporary directional signs throughout the Town of Gilbert directing people to the church's weekly meetings, which were held in different locations because the church lacked a permanent location. The town cited the plaintiffs for, among other things, posting their signs in violation of the timing limits allowed under the town's sign ordinance.

The plaintiffs filed a lawsuit against the town, alleging that the regulations violated their First Amendment rights because other noncommercial signs with political or ideological messages were allowed to be posted for a longer duration and had different size limitations under the ordinance. The town contended that the ordinance did not violate the First Amendment because it was "content neutral" — it did not favor particular ideas or messages over others and served the town's important interests in regulating safety and aesthetics.

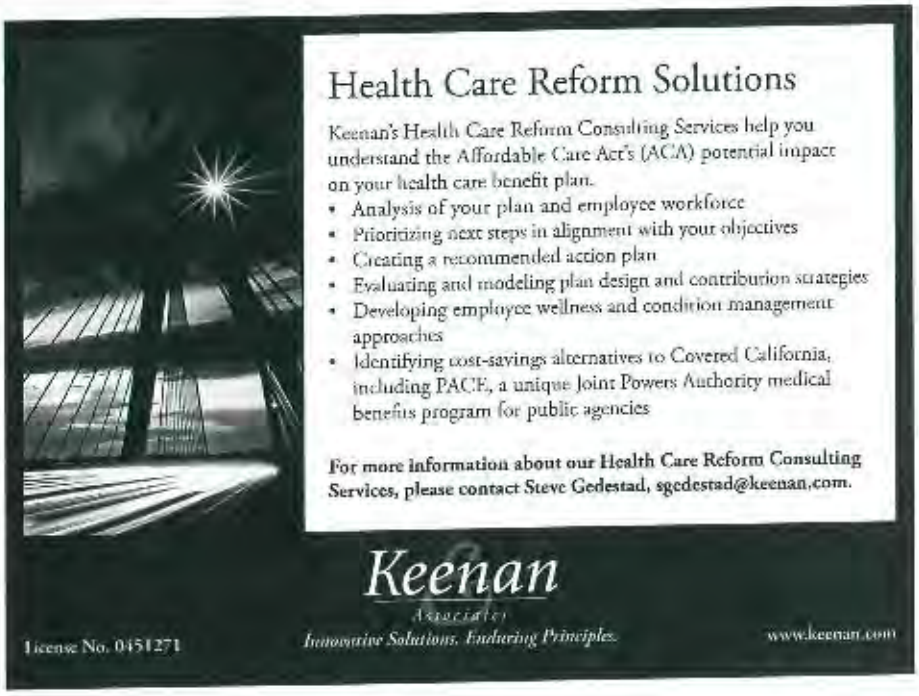
The Ninth Circuit Court of Appeals upheld the validity of the town's distinctions between the different types of noncommercial speech under the ordinance, but the U.S. Supreme Court unanimously reversed. The Supreme Court held that the distinctions in the ordinance were not content neutral and therefore violated the First Amendment.

continued

About Legal Notes

This column is provided as general information and not as legal advice. The law is constantly evolving, and attorneys can and do disagree about what the law requires. Local agencies interested in determining how the law applies in a particular situation should consult their local agency attorneys.

The requirement for content neutrality is not limited to sign regulations.



The *Reed* opinion also set forth a rigid test for assessing content neutrality and mandates that "strict scrutiny" judicial review applies to laws that target speech based on its communicative content. In the wake of *Reed*, cities should review and possibly reconsider the language used in their sign regulations to assess for content neutrality under the strict test articulated by the Supreme Court.

Content-Neutrality Test

The *Reed* court held that the distinctions enacted by the Town of Gilbert in its sign ordinance were content based because the speech in local signs was treated differently based on whether the message was ideological, political or directional. Under *Reed*, "Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed." The Supreme Court found that the Ninth Circuit had incorrectly found the regulations to be content neutral and incorrectly applied a lower "intermediate" standard of judicial review to find the restrictions constitutional. Instead, the high court ruled that because the restrictions were content based, this triggered the higher strict scrutiny standard of review. Regulations reviewed under strict scrutiny are presumed to be invalid, and the court then unsurprisingly found that under this test the town's restrictions violated the First Amendment.

The court also explained that just because a government agency has a benign or reasonable intent for enactment does not lead to the conclusion that its sign restrictions are content neutral or constitutional. It is not necessary to show discriminatory intent on the part of an agency that enacts a specific regulation. Content-based restrictions on speech are unconstitutional whether or not they are made with a discriminatory motive. The mere fact that a sign ordinance calls out specific types of content for different treatment is likely sufficient to subject the regulation to strict scrutiny review.

Restrictions That Will Survive Post-*Reed*

The majority opinion in *Reed* provides a short list of the types of city sign regulations that will continue to be found legally sound. Specifically, regulations that have nothing to do with a sign's message — such as restrictions regulating size, materials, lighting, moving parts and portability — remain permissible.

The opinion also notes that cities can go a long way toward entirely forbidding the posting of signs on public property as long as they do so in an evenhanded and content-neutral way. In contrast, cities should be wary of banning signage on private residential property, as earlier Supreme Court precedent explains that a restriction closing down an entire medium of speech in one's own front yard is unconstitutional. The *Reed* opinion also finds that content-based distinctions that are supported by a compelling interest in vehicle and pedestrian safety (such as warning signs marking hazards, signs directing traffic or street numbers associated with private houses) may survive strict scrutiny review.

The concurring opinion in *Reed* expanded on the list of content-neutral sign regulations cities can still consider, identifying (among others) rules that:

- Regulate the location of signs;
- Restrict the total number of signs allowed per mile of roadway;
- Distinguish between signs with fixed messages and electronic signs with messages that change; and
- Distinguish between on-premises and off-premises signs.

Looking for Footnotes?

For a fully footnoted version, read this article online at www.westerncity.com.

Reed's Impact on Commercial Speech Regulations

Commentators and the courts have already considered the impact of *Reed* on local commercial speech regulations and, in particular, on the Supreme Court's earlier rulings upholding on-site/off-site and commercial/noncommercial distinctions in billboard regulations.

Given the *Reed* concurrence approving of the on-site/off-site distinction for signs, it appears likely that an on-site/off-site distinction in a city's sign ordinance — with an accompanying exemption for noncommercial signs — will continue to be valid. In fact, the California federal district courts that have considered the issue have found that because *Reed* considered only noncommercial speech, the case does not disrupt the current commercial speech regulatory framework for signs.

California Constitutional Considerations

One issue for California cities, however, is the continuing viability of the on-site/off-site and commercial/noncommercial sign distinctions under a California constitutional analysis. While several federal courts have found on-site/off-site and commercial/noncommercial distinctions to be valid under the California Constitution, a recent state trial court found these distinctions in the City of Los Angeles' sign ordinance were invalid as content-based distinctions under the California Constitution. The case, *Lamar Central Outdoor, LLC v. City of Los Angeles*, is pending in the California Court of Appeal.

Lamar involves the constitutionality of the city's billboard regulations under the Liberty of Speech clause (the state's counterpart to the First Amendment) in the California Constitution. The Ninth Circuit has repeatedly upheld the city's billboard regulations under federal law, but the trial court found the regulations failed to pass muster under the state's Constitution. Among other items, the trial court found that distinctions between commercial and noncommercial messages and between on-site and off-site signs are content based and do not meet the strict scrutiny standard of review.

The trial court's ruling in *Lamar* is not binding on other cities. The League has filed an *amicus* (friend-of-the-court) brief supporting Los Angeles in the Court of Appeal, arguing that on-site/off-site and commercial/noncommercial sign distinctions in a sign ordinance remain constitutional under the California Constitution as well as under the federal Constitution, and that the intermediate standard of judicial review applies rather than strict scrutiny.

continued

Reed's Impact Beyond Sign Regulations

The requirement for content neutrality is not limited to sign regulations, and some courts have applied the *Reed* test in arenas outside sign ordinances. In particular, the federal Seventh Circuit Court of Appeals reversed its initial ruling upholding restrictions on panhandling in light of the *Reed* ruling. The regulation considered in that case prohibited oral requests for an immediate donation of money but allowed oral pleas to send money later. The Seventh Circuit found that under *Reed* the restriction was content based as it applied to particular speech because of the topic discussed or the idea or message expressed.

In contrast, the Ninth Circuit Court of Appeals had noted before the *Reed* decision that regulations prohibiting the immediate hand-to-hand exchange of money (and that do not distinguish between oral or written requests) may be content neutral as such regulations are directed at the conduct (exchange of money) rather than the speech. It is unclear whether such a restriction will stand up to the *Reed* test, and it will remain challenging for California cities to carefully craft solicitation or panhandling restrictions that are deemed by the courts to be directed at conduct alone and not at the topic or the message of the speech.

The ruling's impact is potentially far-reaching for California cities.

Conclusion

Given the Supreme Court's ruling in *Reed*, California cities should ensure that their sign codes comply with the court's strict approach to defining content neutrality. Cities may also want to consider evaluating other restrictions impacting First Amendment rights, such as panhandling or solicitation regulations.

But *Reed* makes clear that cities may continue to regulate signs unrelated to the message itself — such as regulating size and location. Cities may also consider applying an evenhanded ban on signs with very limited content-based exemptions supported by a compelling safety interest, such as signs identifying hazards. Cities may also, with some caution, look to the more expansive list in the *Reed* concurrence as additional types of regulations to consider — including the on-site/off-site distinctions commonly used for billboard regulations. And finally, cities will also want to closely follow the *Lamar* case as the state Court of Appeal considers the validity of the on-site/off-site and commercial/noncommercial distinctions under the California Constitution. ■

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Upcoming Webinar on Sign Regulation

The League will conduct a webinar on Feb. 24, 2016, on sign regulation issues in California cities. To register, visit www.cacities.org/events.