

(707) 668-5655

Fax: (707) 668-5916

www.bluelake.ca.gov



CITY OF BLUE LAKE
CALIFORNIA

111 Greenwood Road

P.O. Box 458

Blue Lake City Council Agenda

Tuesday, February 28, 2023 ~ 6:30 p.m. ~Regular Council Meeting

Unless Otherwise Noted, All Items on the Agenda are Subject to Action.

Public Input can be given to the Council by emailing citymanager@bluelake.ca.gov until 4:30 p.m. on Tuesday February 28, 2023. Public Input will be facilitated by Zoom at the following meeting link:

<https://us02web.zoom.us/j/88974878186?pwd=RHA3enl3SVNTZkxyYXZuMkZQdjdxQT09>

Meeting ID: 889 7487 8186

Passcode: 218083

1. **Pledge of Allegiance and Establish a Quorum of the Council**
2. **Approve Agenda**
3. **Public Comment** – *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. **City of Blue Lake Commission Appointments and Resignation Acceptance-Action**
5. **Council Training on March 14, 2023-Discussion/Action**
6. **Memorandum of Understanding between the City of Blue Lake and Humboldt County to Provide Assistance Administering California Housing and Community Block Grant Programs-Action**
7. **Humboldt Waste Management Authority Joint Powers Agreement Amendment-Action**
8. **Mercer Fraser Contract Award for Wastewater Treatment Plant Headworks Replacement-Action**
9. **Continuation of Zoom Meeting Option for Public Participation-Discussion/Action**
10. **Consider Recommendation from the Blue Lake Arts and Heritage Commission on a Name for the DANCO Affordable Housing Mixed Use Development Project-Discussion/Action**
11. **California League of Cities Budget Update and Call to Action Resolution and Letter Request in Opposition to Initiative 21-0042A1-Discussion/Action**
 - a. Resolution No. 1215-A Resolution in Opposition to Initiative No. 21-0042A1
 - b. Letter in Opposition of Initiative No. 21-0042A1
12. **Dog Ordinance Review and Discussion-Discussion/Action**

13. **Website Review and Discussion**-Discussion
14. **Agenda Setting Protocol**-Municipal Code *Title 2-Administration and Personnel, Chapter 2.04 City Council Meeting Times and Procedures*-Discussion
15. **Fiscal Year 2022-2023 Salary Scale Adjustment**-Action
16. **Council Correspondence**
17. **Consent Agenda:**
 - a. January 24, 2023 Meeting Minutes
 - b. Warrants and Disbursements
18. **Reports of Council and Staff**
 - a. City Manager Report
19. **Future Agenda Items**
20. **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

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AGENDA REPORT

Item #: 4
Date: February 28, 2023
Item Subject: City of Blue Lake Commission Appointments & Resignation Acceptance
Submitted By: Mandy Mager, City Manager

General Information:

The City of Blue Lake has received applications for open positions on the Economic Development Commission and the Public Safety Commission; additional openings exist on the Parks and Recreation Commission and applications for those positions will come before Council as received.

Roxanne Rothery, Darcey Lima and Jason Crews have submitted applications; each of the applicants currently serve on their respective commissions. Staff recommends that Council review their applications and appoint them as applied for.

The City has received a resignation correspondence from Richard Platz, Planning Commissioner, and Matt Watts, Arts and Heritage Commissioner. Staff recommends that the Council accept the resignations and direct staff to advertise the vacancies. Applications for the positions will be eligible for review at the Council’s meeting in March.

Background Material Provided: Commissioner applications.

Fiscal Impact: N/A

Recommended Action: Appoint Roxanne Rothery and Darcey Lima to the Economic Development Commission and Jason Crews to the Public Safety Commission; and accept the resignations of Richard Platz and Matt Watts and direct staff to advertise the vacancies as per the City’s code requirements.

Review Information:

City Manager Review: x Legal Review: Planner Review: Engineer:

Comments:



CITY OF BLUE LAKE

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City of Blue Lake Commission Application

Commission That You Are Applying For:	
Name: Jason Crews	
Residence Address: Hatchery Rd	
Primary Phone No.:	Alternate Phone No.:
Email Address: @yahoo.com	
Educational Background (Last Year Completed):	BS 2002
Length of Time Living/Working in Blue Lake:	16 years
Present Employer:	Mad River Fish Hatchery
Job Title:	Fish Habitat Specialist
Position Applying for:	Commissioner: <input checked="" type="checkbox"/> Advisory Member: <input type="checkbox"/>

On a separate piece of paper, please provide detailed answers to the following questions:

- 1. What community organizations are you currently involved with?*
- 2. What unique skills or qualifications do you bring to the position?*
- 3. What do you view as the main goal/purpose of the Commission?*
- 4. What contribution(s) can you make to the goal/purpose of the Commission?*



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City of Blue Lake Commission Application

Commission That You Are Applying For: <i>ECONOMIC DEVELOPMENT</i>	
Name: <i>ROXANNE ROTHERY</i>	
Residence Address: <i>CHARTIN RD</i>	
Primary Phone No.: <i>707</i>	Alternate Phone No.: <i>707-</i>
Email Address: <i>roxanne@rredc.com</i>	
Educational Background (Last Year Completed): <i>BA Economics, University of Virginia</i>	
Length of Time Living/Working in Blue Lake: <i>9+ years</i>	
Present Employer: <i>Redwood Region Economic Development Commission</i>	
Job Title: <i>Lender</i>	
Position Applying for:	Commissioner: <input checked="" type="checkbox"/> Advisory Member: <input type="checkbox"/>

On a separate piece of paper, please provide detailed answers to the following questions:

- 1. What community organizations are you currently involved with?*
- 2. What unique skills or qualifications do you bring to the position?*
- 3. What do you view as the main goal/purpose of the Commission?*
- 4. What contribution(s) can you make to the goal/purpose of the Commission?*

Roxanne Rothery for Blue Lake Economic Development Commission

1. What community organizations are you currently involved with?

Blue Lake Economic Development Commission, Chairman
RREDC is a Joint Powers Authority comprised of various Humboldt County government entities
Coastal Grove Charter School in Arcata hosts the Medieval Festival in Blue Lake as its primary fundraiser

2. What unique skills or qualifications do you bring to the position?

Expertise in commercial, small business and consumer financing considerations
Familiarity with many local businesses, Chambers, and the Small Business Development Center
Know how to read appraisals, leases, purchase agreements, term sheets, credit agreements, etc.
Knowledge of local appraisers and current market conditions
Previous local work experience for Redwood Capital Bank and American AgCredit
BA in Economics from the University of Virginia
Innovative thinker

3. What do you view as the main goal/purpose of this Commission?

Advise the City Council and City Staff in all matters re: economic development in Blue Lake
Make recommendations re: acquisition and/or use of property for economic development purposes
Work with the City Staff on the implementation of the City's strategic plan

4. What contribution(s) can you make to the goal/purpose of the Commission?

Serve as a sounding board for City Staff re: ongoing development projects
I appreciate that Blue Lake is many things to many people that are our community. Economic Development needs to strategically meet short term and long term goals, and not all impacts are measurable in dollars.



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City of Blue Lake Commission Application

Commission That You Are Applying For: <i>Economic Dev. Commission</i>	
Name: <i>Darcey Lima</i>	
Residence Address:	
Primary Phone No.:	Alternate Phone No.:
Email Address:	
Educational Background (Last Year Completed):	
Length of Time Living/Working in Blue Lake:	
Present Employer: <i>Self-employed / Doghouse</i>	
Job Title: <i>Business Owner / Chef</i>	
Position Applying for:	Commissioner: <input checked="" type="checkbox"/> Advisory Member: <input type="checkbox"/>

On a separate piece of paper, please provide detailed answers to the following questions:

- 1. What community organizations are you currently involved with? EDC, Blue Lake Saddle Club,*
- 2. What unique skills or qualifications do you bring to the position? Business Operator, Board member of Comm. Organization (BLSC),*
- 3. What do you view as the main goal/purpose of the Commission? Increase business opps. in the City and provide resources to the community*
- 4. What contribution(s) can you make to the goal/purpose of the Commission? Engaged w/ the community, business owner/operator*



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AGENDA REPORT

Item #: 5
Date: February 28, 2023
Item Subject: Council Training with City Attorney
Submitted By: Mandy Mager, City Manager

General Information:

The City Attorney (Ryan Plotz) is available on March 14, 2023 at 6:30PM to conduct training on Council protocols as mandated by the Brown Act, Rosenberg's Rules of Order and the City's Municipal Code.

The City Attorney will provide an opportunity for Councilmembers to ask questions regarding specific issues and processes, including separation of duties, conflicts of interest, and Councilmember authorities.

Background Material Provided: N/A

Fiscal Impact: N/A

Recommended Action: Direct staff to notice the training date and finalize training details with the City Attorney.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:



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AGENDA REPORT

Item #: 6
Date: February 28, 2023
Item Subject: Memorandum of Understanding Between the City of Blue Lake and the County of Humboldt to Provide Assistance Administering California Housing and Community Block Grant Programs
Submitted By: Mandy Mager, City Manager

General Information:

The County of Humboldt has provided program management and administration services for the City of Blue Lake’s Community Development Block Grant Programs for several years. In order to continue this relationship, the County is proposing an updated MOU between the two entities.

The City does not have the technical skills or capacity to administer the full breadth of the CDBG program(s) and we have benefitted greatly from our on-going relationship with County staff. As more program opportunities become available to the smaller jurisdictions, the County is collaborating with the City on future funding opportunities.

Background Material Provided: N/A

Fiscal Impact: Administrative costs are burdened by the City’s block grant.

Recommended Action: Authorize the execution of the Memorandum of Understanding between the City of Blue Lake and the County of Humboldt.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT AND THE CITY OF BLUE LAKE
TO PROVIDE ASSISTANCE ADMINISTERING
CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

This Agreement is made and entered into this ____ day of _____ 2023 by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY" and the City of Blue Lake, a charter city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, the PARTIES desire to allow the COUNTY to assist in administering CITY's State of California Housing and Community Development (HCD) projects and programs; and

WHEREAS, the CITY has HCD funding to pay the COUNTY to assist in administration of the CITY's HCD programs and projects; and

WHEREAS, the PARTIES now desire to enter into this Agreement to have the CITY pay the COUNTY to act as a resource and assist in managing the HCD Housing Programs and other HCD programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to answer general questions and assist CITY with HCD programs and projects as outlined in the Scope of Services in Attachment A, which is incorporated herein by reference.
2. CITY shall compensate COUNTY for all services performed pursuant to this Agreement.
 - a. Compensation shall be billed at a burdened hourly rate. The burdened rate includes salaries and benefits. Burden rates are subject to change.
 - b. COUNTY will bill for travel expenses on a reimbursable basis at the government rate, based on GSA website, <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
 - c. COUNTY will provide CITY with a detailed billing invoice no less than quarterly setting forth both the hours expended and the travel expenses incurred pursuant to this Agreement. CITY shall thereafter pay COUNTY the amount as stated in the billing statement within thirty (30) days of submission of such statement to the CITY.
3. CITY will allow COUNTY HCD funds to be used within the jurisdiction boundaries if approved by the State of California staff, and shall allow any loans repaid to accrue and be deposited in COUNTY restricted program income accounts.
4. Term of Agreement: This agreement shall commence upon the signatures of both parties and shall terminate December 31, 2026. Early termination of the Contract may be effectuated by written notice from the County, without the need for action or ratification by the Humboldt County Board of Supervisors, upon twenty (20) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the City of Blue Lake, without need for action or ratification by the Blue Lake City Council, upon twenty (20) days written notice of such termination.
5. Any notice required to be given pursuant to the terms and provisions herein shall be sent

by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

County of Humboldt
Director of Planning and Building
3015 H Street
Eureka, CA 95501

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

6. The COUNTY and the CITY are separate political agencies, COUNTY being a subdivision of the State of California and CITY being a municipal corporation, and as such, they are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

7. INDEMNIFICATION:

A. Mutual Indemnity. Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

8. INSURANCE REQUIREMENTS:

A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CITY: City of Blue Lake
City Manager
PO Box 458
Blue Lake, CA 95525

9. CITY certifies by its signature below that CITY 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 Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.
10. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.
11. COUNTY is aware of and will comply with all federal overlays in the carrying out task that are undertaken while performing the tasks of this MOU. Such overarching requirements are attached to this Agreement.
12. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.
13. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023:

COUNTY OF HUMBOLDT

CITY OF BLUE LAKE

By _____
Steve Madrone
Chairman
Humboldt County Board of Supervisors

By _____
Amanda Mager
City Manager
City of Blue Lake

ATTACHMENT A
SCOPE OF SERVICES

A. General Administrative Tasks

1. COUNTY shall answer general questions and assist the CITY with interpreting HCD regulations.
2. COUNTY shall assist CITY with HCD correspondence and Reports.
3. COUNTY shall assist CITY in keeping complete files for its permanent record.
4. COUNTY and CITY shall work together to ensure State and Federal requirements are met. If the COUNTY becomes aware of any compliance problems staff will summarize the issues and submit a recommended course of action to CITY.

B. HCD Grant Writing

1. COUNTY shall assist CITY in determining eligible projects.
2. COUNTY shall assist in preparing applications
3. CITY will be responsible for securing City Council approval.

C. Project Administration for City & County funds for HCD Projects and Programs.

1. COUNTY shall assist in basic set-up tasks, such as preparing Program Guidelines or clearing Special Conditions, and may act as the be primary contact with HCD staff.
2. COUNTY will conduct prevailing wage monitoring or assist the agency in finding a qualified entity to conduct the monitoring.
3. COUNTY shall assist in ongoing Program administration, as requested by CITY.
4. CITY shall assist in preparing bid, award, and manage contracts associated with projects.
5. CITY will be responsible for securing City Council approval.

Federal Overlays

1. General Administration

The County shall provide all required financial oversight and grant reporting for the stated goals for the City, including any monitoring and reporting requirements specified in the CDBG Grant Management Manual.

1.1.National Objectives

All activities must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The County certifies that the activity(ies) carried out under this Agreement will meet CDBG National Objectives by primarily benefiting the low-mod income individuals or households. As a public service provider, the primary mission shall be to serve low and moderate-income residents who have insufficient access to economic opportunity and community resources.

2. General Conditions

2.1.General Compliance

The County agrees to comply with the requirements of Title 2 CFR 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the County does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the County does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The County also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The County further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2.2.“Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The County shall always remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the County is an independent contractor.

2.3.Hold Harmless

The County shall hold harmless, defend, and indemnify the City from all claims, actions, suits, charges, and judgments whatsoever that arise out of the County's performance or nonperformance of the services or subject matter called for in this Agreement.

2.4.Workers' Compensation

The County shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

2.5.Insurance & Bonding

County, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects City and any insurance or self-insurance maintained by

City shall be considered more than County's insurance coverage and shall not contribute to it. If County normally carries insurance in an amount greater than the minimum amount required by the City for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. Therefore, County hereby acknowledges and agrees that all insurances carried by it shall be deemed liability coverage for all actions it performs in connection with this Agreement.

If County utilizes one or more subcontractors in the performance of this Agreement, County shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of County in this Agreement, unless County and City both initial here ____ / ____.

2.5.1. Types of Insurance and Minimum Limits

Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the County has no employees and certifies to this fact by initialing here ____.

2.5.2. Automobile Liability Insurance

For each of County's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by employees), leased, or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the County does not drive a vehicle in conjunction with any part of the performance of this Agreement and County and City both certify to this fact by initialing here ____ / ____.

2.5.3. Comprehensive or Commercial General Liability Insurance

Coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

2.5.4. Professional Liability Insurance

Professional Liability Insurance in the minimum amount of \$X.XX combined single limit, if, and only if, this Subparagraph is initialed by County and City. Initial here initialing here ____ / ____.

Other Insurance Provisions

- If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, County agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. County may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.
- All policies of Comprehensive or Commercial General Liability Insurance shall be

endorsed to cover the Blue Lake, its officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of County, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

- All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

County of Humboldt
Director of Planning and Building
3015 H Street
Eureka, CA 95501

City of Blue Lake
Amanda Mager, City Manager
PO Box 458
Blue Lake, CA 95525

- Should County fail to obtain such an endorsement to any policy required hereunder, County shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the City as a material term of this Agreement.
- County agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide City on or before the effective date of this Agreement with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the County’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

County of Humboldt
John H. Ford
Director of Planning and Building
3015 H Street
Eureka, CA 95501

City of Blue Lake
Amanda Mager
City Manager
PO Box 458
Blue Lake, CA 95525

- County hereby grants to City a waiver of any right of subrogation which any insurer of said County may acquire against the City by virtue of the payment of any loss under such insurance. County agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- County shall comply with the bonding and insurance requirements of 2 CFR 200.325 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

2.6.City Recognition

The County shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the County will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

2.7. Amendments

The City or County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or County from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and County.

2.8. Suspension or Termination

In accordance with 24 CFR 200.339 the City may suspend or terminate this Agreement if the County materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the County to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement; or
- Submission by the County to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either the City or the County, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

3. Administrative Requirements

3.1. Financial Management

3.1.1. Accounting Standards

The County agrees to comply with 2 CFR 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3.1.2. Cost Principles

The County shall administer its program in conformance with 2 CFR 200 Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3.2. Documentation and Record Keeping

3.2.1. Records to be Maintained

The County shall maintain all records required by the Federal regulations specified in 2 CFR 200.333 (Retention Requirements for Records) and 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3.2.2. Retention

The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3.2.3. Client Data

The County shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3.2.4. Disclosure

The County understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or County's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

3.2.5. Closeouts

The County's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain

in effect during any period that the County has control over CDBG funds, including program income.

3.2.6. Audits & Inspections

All County records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the County within 30 days after receipt by the County. Failure of the County to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The County hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning County audits and 2 CFR Part 200 Subpart F Audit Requirements.

3.3. Payment Procedures

3.3.1. Payment Procedures

The City will pay to the County funds available under this Agreement based upon information submitted by the County and consistent with any approved budget and City policy concerning payments. Except for certain advances, payments will be made for eligible expenses actually incurred by the County, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in County accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the County.

3.4. Procurement

3.4.1. Compliance

The County shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

3.4.2. Methods and Standards

Unless specified otherwise within this agreement, the County shall procure all materials, property, or professional services, in accordance with the requirements at 2 CFR 200.317 through 200.326.

4. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The County agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The County shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The County also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

5. Personnel & Participant Conditions

5.1.Civil Rights

5.1.1. Compliance

The County agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

5.1.2. Nondiscrimination

The County agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

5.1.3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the County shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The County, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5.1.4. Section 504

The County agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the County with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5.2.Affirmative Action

5.2.1. Approved Plan

The County agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the County to assist in the formulation of such program. The County shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

5.2.2. Women- and Minority-Owned Businesses (W/MBE)

The County will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. To this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

5.2.3. Access to Records

The County shall furnish and cause each of its own Countys or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5.2.4. Notifications

The County will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the County's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The County will, in all solicitations or advertisements for employees placed by or on behalf of the County, state that it is an Equal Opportunity or Affirmative Action employer.

The State of California is an equal opportunity employer to all, regardless of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation.

All state agencies have an affirmative duty to take reasonable steps to prevent and promptly address discrimination and harassment in the workplace. Agencies are responsible for integrating equal employment opportunity into every aspect of human resource management policies and practices in the recruitment, examination, selection, training and advancement of employees.

5.2.6. Subcontract Provisions

The County will include the provisions of Section 12.1, Civil Rights, and Section 12.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Countys or subcontractors.

5.3. Employment Restrictions

5.3.1. Prohibited Activity

The County is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities; lobbying; political patronage; and nepotism activities.

5.3.2. Labor Standards

The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

5.3.3 Section 3

Contract provisions. (a) Recipients must include language applying Section 3 requirements in any County agreement or contract for a Section 3 project. (b) Recipients of Section 3 funding must require Countys, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or County agreements, program regulatory agreements, or contracts.

Requirements.

Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

“Section 3” Clause

- Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided

under this contract and binding upon the City, the County and any of the County's Countys and subcontractors. Failure to fulfill these requirements shall subject the City, the County and any of the County's Countys and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The County certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The County further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The County further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The County certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- Notifications: The County agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- Subcontracts: The County will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The County will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5.4. Conduct

5.4.1. Assignability

The County shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

5.4.2. Subcontracts

- Approvals: The County shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.
- Monitoring: The County will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- Content: The County shall cause all the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- Selection Process: The County shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5.4.3 Debarment and Suspension [Executive Orders 12549 and 12689]

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.4.4 Hatch Act

The County agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

5.4.5. Conflict of Interest

The County agrees to abide by the provisions of 2 CFR 200.112- Conflict of Interest and 570.611, which include (but are not limited to) the following:

- The County shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- No employee, officer, or agent of the County shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial

interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the County, or any designated public agency.

5.5.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The County hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Counties shall certify and disclose accordingly:
- Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.6.Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

5.7.Religious Activities

The County agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

5.8 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Environmental Conditions

6.4. Air and Water

The County agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

6.5. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the County shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

6.6. Lead-Based Paint

The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

6.7. Historic Preservation

The County agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

6.5 Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6.6 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

8. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

9. Waiver

The City's failure to act with respect to a breach by the County does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.



CITY OF BLUE LAKE

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AGENDA REPORT

Item #: 7
Date: February 28, 2023
Item Subject: Humboldt Waste Management Authority Joint Powers Agreement Amendment
Submitted By: Mandy Mager, City Manager

General Information:

See the attached HWMA staff report.

Background Material Provided: HWMA JPA Amendment Overview and JPA Clean Copy with Changes.

Fiscal Impact: N/A

Recommended Action: Approve the changes as presented and authorize the Mayor to Execute the restated and amended agreement.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

Staff Report-HWMA

DATE: February 28, 2023

FROM: Provided by HWMA Staff

SUBJECT: Discuss and Approve Proposed Amendments to HWMA's Joint Powers Agreement

RECOMMENDED ACTION:

That the City Council:

1. Discuss and Approve Proposed Amendments to HWMA's Joint Powers Agreement; and
2. Direct the Chair/Mayor to Execute the Restated and Amended Agreement
3. Provide Other Direction as Appropriate.

DISCUSSION:

At their regular meeting held February 9, 2023, the HWMA Board of Directors unanimously approved proposed amendments to the Humboldt Waste Management Authority's Joint Powers Agreement and established an approval step process for Member Agencies to follow.

HWMA's original Joint Powers Agreement was approved in November 1999 by the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and the County of Humboldt ("Member Agencies"). The cities of Fortuna and Trinidad are not members of HWMA. The primary purpose of HWMA is to secure and manage long-term agreements related to the disposal of Member Agency's solid waste and assumed responsibility for the closure/post-closure activities of the Cummings Road Landfill, and related specified powers. Members are required to provide "Flow Control" of solid wastes and direct their franchise waste haulers to deliver solid waste to HWMA. HWMA also provides diversion services to its members including hazardous waste disposal, carpet and mattress recycling and other related diversion services.

Over the years, HWMA's Joint Powers Agreement has been amended three times; two amendments were non-substantive and didn't require approval of the Members, and one which was substantive requiring the approval of Member Agencies. With the exception of solid wastes, HWMA does not have Flow Control over other materials such as green waste, curbside collected recyclable or other materials unless specifically designated by a governing body through an agreement or memorandum of understanding.

In the Fall of 2022, Member Agency governing bodies submitted letters of interest that HWMA act in a regional capacity for managing the processing of curbside collected source separated organics for compliance with SB 1383 (Short Lived Climate Pollution Reduction Act). Because the State mandates compliance responsibility to individual jurisdictions, and local jurisdictions are interested in coordinating regionally, HWMA needs to amend the Joint Powers Agreement to incorporate the necessary powers to secure flow control of source-separated organic wastes to implement the new state mandated waste diversion and material management requirements.

The HWMA Board approved the attached amendments to the Agreement, and requests that the governing body of each Member review and approve the Restated and Amended Agreement.

The amendments will enable HWMA to secure flow control of designated source separated materials at the future discretion of the Member's governing body. Further, this amendment process presented an opportunity to update the Agreement, remove outdated artifacts and provide clarifications to the Agreement beyond the matter of source separated organics.

Approval Process

The HWMA Board of Directors approved the following process to amend the Agreement:

1. The HWMA Board consider and approve the draft amendment(s), with no less than 70% of the Directors of the Authority Board voting in support of proposed amendments. (Complete with unanimous support)
2. HWMA circulates the preliminary approved document to the governing boards of the Members for consideration and approval by no less than 70% of the Member governing boards.
3. Should Members raise any issues during their deliberation and consideration of the proposed amendments, it is requested that written concerns be addressed to HWMA's Executive Director for immediate review and possible HWMA Board reconsideration and revision of the draft amendment.
4. After confirmation that all Members have received, considered and taken final action, HWMA will circulate a written instrument for execution by the Members. Once signatures have been received, a final executed copy will then be distributed to the Members.

Below is a detailed bullet list of the revisions, with rational explanations as identified.

- Universal formatting revisions – Standardized the mixture of UPPER cased and Capitalized words, and made uniform use of bold headings for improved document readability.
- Spelling corrections throughout the document
- Inserted “**Amended and Restated**” language, as well as recitals.
- Remove artifact(s) that were in the original (e.g. Section 6.5 “Possible Future Responsibilities and”)
- Inserted missing Section labels (e.g. “Powers” and “Notices”)
- Removed “**Financial Assurances**” definition as the original purpose for the definition is now an artifact. Originally Members had to provide Financial Assurances when HWMA took out the first \$7 million bond to purchase the Transfer Station. That bond, and a subsequent one in 2005, were paid off in 2015 and there are no significant outlying long term debts.
- Addition of the term “**Flow Control**” and definition

- Addition of the term “**Household Hazardous Waste**” and definition. HWMA began providing HHW services in 2002 after the County transferred mobile collection responsibility to HWMA. Over the years HWMA constructed, improved and established the Permanent Household Hazardous Waste Collection Facility.
- Revised the term “**Indenture**” to be universal instead of the specific reference to a now-defunct trust used for the now complete construction closure costs of the Cummings Road Landfill.
- **Revenue Bonds** – expanded to include financing purposes to include “...*plant, site existing or planned...leased, and constructed, maintained...*”
- Updated the term “**Solid Waste**” per State approved revision in 2019 contained in CA Public Resources Code 40191
- Addition of the term “**Source Separated Materials**” which are designated to the Authority by an action of the governing member and the HWMA Board of Directors. Then inserted “Designated Source Separated Materials” where appropriate throughout the document. This broad term is inclusive of any source separated material including organics, recycling, green waste, hazardous waste or other materials to meet State diversion requirements, and the Member Agency retains discretion as to whether to designate to the Authority for management.
- Updated “**Transfer Facility**” definition
- Technical Assistance Committee – clarification that representatives are comprised of Integrated Waste Management staff of Members of the Authority – *not the AB 939 Integrated Waste Management Local Task Force.*
- **2.2 ”Additions”** – Revisions include:
 - Heading change to “**Member Additions**” to better explain the section purpose.
 - Proposed revision transfers authority to add members by a supermajority action of the HWMA Board of Directors following confirmation of convenances. This revision is consistent with existing Section 8.3 Voting (7) and Section 10 Withdrawal authority.
 - Revised to include timeline for prospective members applying so that HWMA can process and prepare/adopt fiscal year budgets and that new Members be assessed prorated share of assets and liabilities
- **Section 2.3** – This did not have a heading in the original JPA. “**Flow Control**” was added to clarify this section’s purpose.
- **Section 4.3 Board** – Added reference to the “Ralph M. Brown Act”.
- **Section 4.6 “Technical Advisory Committee”** clarifying edits. This is in addition to existing Section 8.2 “Officers and Committees” provision that the Board of Directors may establish ad hoc, standing, advisory committees at their discretion.
- **Section 6** – Added Section title “**Powers**”
 - Removed the “quarry” reference in original document. There was no “quarry” but an area where soil was removed for daily cover when the landfill was operational.
 - Added reference to the timber property purchased by HWMA in 2017.
- **6.4 “Noncompetition”** – Removed. This provision was specific to a request by the City of Arcata and the now defunct Arcata Community Recycling Center in 1999. Any facility proposed to be developed or operated outside of Hawthorne Street Transfer Station will require an action by the Board of Directors and concerns/objections could be raised through those processes.

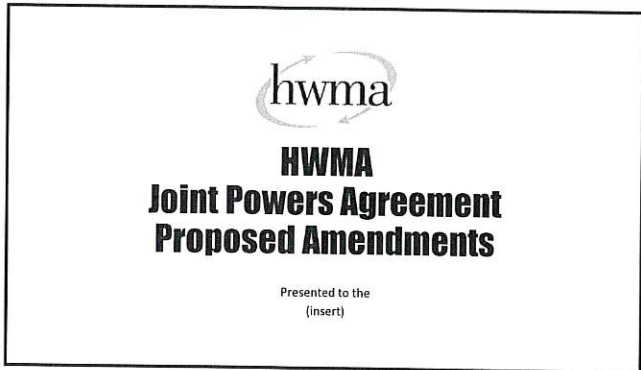
- **New Section 6.4 “Possible Future Responsibilities”** added “...or expansion to a Regional Agency per PRC 40975”. The Regional Agency reference makes the JPA consistent with the approved “2013-2023 Strategic Plan”.
- **7.6 “Insurance”** Removed the original section in its entirety along with the detailed language specifying coverage levels. Once the JPA is amended, HWMA will present policy language for adoption into HWMA’s Policy Handbook, Section 1000. This will better enable regular review and updating as necessary without requiring amendment of insurance coverage requirements to all Members for approval. The proposed language provides umbrella verbiage addressing Insurance.
- **Section 8 “Code of Conduct”** replaced with “**Bylaws, Officers and Voting**” because that what the section actually addresses.
- **Section 9 “Term”** revised
- **Section 11.2 Revenue Bonds** – expanded to include “...or other instruments of indebtedness”. This will enable long-term or short term loans as necessary.
- **Section 12 “Amendments”** revised to include a clear process for the steps to amend the JPA and voting requirement of Directors and Members.
- **Section 14** – added heading “**Notices**” and removed each of the city/county names/ mailing addresses for brevity.
- **New Section 22 “Effective Date”** for the amended and restated Agreement.

FISCAL IMPACT:

No direct fiscal impact other than time to review.

ATTACHMENTS:

1. Proposed HWMA JPA Amendments February 2023 - Clean.



1

HWMA

- Formed by the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and the County of Humboldt in November of 1999.
- Responsible for securing long-term disposal of Members solid waste and closure/post-closure of the Cummings Road Landfill
- Members provide "Flow Control" of solid waste to HWMA, and direct their respective franchise waste hauler to deliver solid wastes to HWMA's Transfer Station.
- There is an interest that HWMA lead regional coordination for organics material processing services, which requires securing Flow Control of source separated materials.

2

Proposed Amendments - Overview

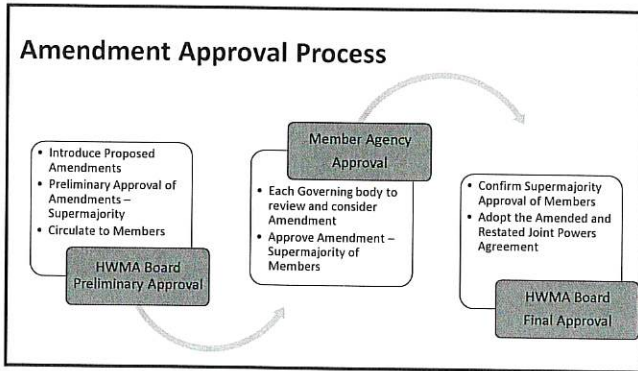
Original JPA	Proposed Amendments
<ul style="list-style-type: none"> • Flow Control over Solid Waste Only • Focused on Solid Waste and Cummings Road Landfill Closure • Financial Obligations • Noncompete provision for Recycling 	<ul style="list-style-type: none"> • Flow Control expanded to include Designated Source Separated materials • Removal of retired provisions related to Cummings Road Landfill • Revised to reflect current regulations and activities

3

Revision Summary

Universal Changes	Specific changes
<ul style="list-style-type: none"> • Formatting, spelling corrections, • Removal of outdated artifacts • Improved Section descriptions • Clarified Descriptions where necessary • Inserted "Designated Source Separated" materials where appropriate 	<ul style="list-style-type: none"> • Established "Flow Control" definition • Added "Household Hazardous Wastes" definition • Revised "Additional Members" criteria and added timing • Removed outdated artifacts • Added reference to timberlands

4



5

Recommendation

That the Council/Board:

1. Discuss and Approve Proposed Amendments to HWMA's Joint Powers Agreement; and
1. Direct the Chair/Mayor to Execute the Restated and Amended Agreement

6

**HUMBOLDT WASTE MANAGEMENT
AUTHORITY**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT**

Adopted November 17, 1999
Amended April 8, 2002
Amended July 12, 2012
Amended November 10, 2016
Amended and Restated [*date*] 2023

**HUMBOLDT WASTE MANAGEMENT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

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**AMENDED AND RESTATED
HUMBOLDT WASTE MANAGEMENT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT
Adopted November 17, 1999
Amended April 8, 2002
Amended June 14, 2002
Amended November 10, 2016
Amended and Restated [date] 2023**

This Amended and Restated Joint Powers Agreement of the Humboldt Waste Management Authority is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq., and supersedes the original Joint Powers Agreement first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, and November 10, 2016. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of _____, 2023.

RECITALS

WHEREAS, the Cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt in 1999, entered into a Joint Powers Agreement to form the Humboldt Waste Management Authority for purposes of providing coordinated solid waste management services for the member agencies and their communities; and

WHEREAS, the Authority seeks to amend the Joint Powers Agreement to incorporate powers required to implement new state mandated waste diversion and material management requirements;

WHEREAS, the Authority believes it would be desirable and convenient to restate the Joint Powers Agreement in its entirety, including previous amendments, and amend said Joint Powers Agreement as recited herein.

NOW, THEREFORE, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following terms have the respective definitions as set forth below:

"ACT" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

"AGREEMENT" means this joint exercise of powers agreement, first adopted on November 17, 1999, and amended on April 8, 2002, July 12, 2012, November 10, 2016, and on the effective date stated above, and as it may be amended in the future from time to time.

"AUTHORITY" means the Humboldt Waste Management Authority a joint exercise of powers authority created by the Members pursuant to this Agreement.

"BOARD" means the Board of Directors of The Authority.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act (Public Law No. 96-510, 94 Stat.2767, as amended; 42 U.S.C. § 9601 et seq.).

"DESIGNATED SOURCE SEPARATED MATERIAL(S)" means Source Separated Material(s) over which a Member has obtained Flow Control and directs its franchised or contracted collection hauler to deliver to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production, or disposal, as required by the Authority Directors.

"DIRECTOR" means the representative appointee of a Member to the Board.

"EXECUTIVE ADVISORY COMMITTEE" means the committee which shall consist of the participating Agency City and County Managers, or their appointees or designees.

"EXECUTIVE DIRECTOR" means the person appointed by the Board as the Authority's administrative officer to manage the affairs of the Authority and to implement the policies of the Board.

"FINANCIAL OBLIGATIONS" means Indenture Obligations, Revenue Bonds and any other financial obligations or liabilities incurred by the Authority.

"FISCAL YEAR" means the period commencing on each July 1 and ending on the following June 30.

"FLOW CONTROL" means a system by which a Member, through ordinance, regulation or other official directive, compels its franchised or contracted collection hauler(s) to transport municipal solid waste, recyclables, or other Source Separated Material(s) from the place material is generated to a facility that is owned by, operated by, or under the contractual obligation of the Authority for purposes of processing, recovering, transferring, transforming, energy production or disposal.

"INDENTURE" means any indenture that secures a financial obligation of the Authority with revenues of the Authority.

“INDENTURE OBLIGATIONS” means bonds, parity obligations and similar instruments, including any Revenue Bonds, which evidence obligations of the Authority arising under and in respect of any Indenture.

"GOVERNMENT CODE" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code Sections 6500 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

“HOUSEHOLD HAZARDOUS WASTE” means those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, as defined in the California Public Resources Code § 40141.

"LANDFILL" means the Cummings Road Landfill located at 5755 Cummings Road, Eureka, CA 95501.

"MEMBER" or “MEMBERS” means the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, the County of Humboldt, or any city located wholly or partly within Humboldt County which has joined the Authority pursuant to Section 2.2.

“OUTSTANDING” as of any particular date means (a) with respect to Indenture Obligations, the term shall have the meaning ascribed to it in the Indenture, (b) with respect to Revenue Bonds, means Revenue Bonds issued but not yet defeased or redeemed, and (c) with respect to other financial obligations and liabilities of the Authority, means those other financial obligations and liabilities which have been incurred but not yet paid in accordance with their terms.

"PLEDGE OF REVENUES" means a financial assurance mechanism as defined in 27 California Code of Regulations section 22200(jj) by which the Authority promises to make specified, identified future revenues of facilities under its ratemaking control available to pay future postclosure maintenance costs of a solid waste facility.

"REVENUE BONDS" means revenue bonds, notes, certificates of participation or any other instruments or evidences of indebtedness issued, executed, or delivered by the Authority from time to time pursuant to the Government Code or any other applicable law in order to finance any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, and/or operated by the Authority, and/or any financial aspects of closed Landfill maintenance.

"SERVICE AREA" means those areas under the jurisdiction of Members from which the Authority receives Solid Waste for processing, transportation, and disposal. If and when any additional cities join the Authority pursuant to Section 2.2., the Service Area shall also

include all areas within the joining City or Cities.

"SOLID WASTE" means the type of wastes commonly collected by Members' franchised Solid Waste collectors including putrescible and nonputrescible solid, semisolid and liquid wastes including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewater, treated or chemically fixed sewage sludge which is not hazardous wastes, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid Waste does not include 1) hazardous wastes as defined in California Public Resources Code § 40141 or by federal law or regulation, 2) radioactive waste as defined and regulated, or 3) medical waste as defined and regulated, or 4) those Source Separated recyclable or compostable materials intended for collection as part of a Member's collection and/or recycling, reuse, reprocessing franchise.

"SOURCE SEPARATED MATERIAL(S)" means materials collected by a Member's franchised or contracted collection hauler that is separated, placed into a container by the generator and specifically intended for separate collection (e.g., curbside collected recyclables, and compostable materials).

"TRANSFER FACILITY" means any facility, plant, site, existing or planned, owned, leased, and constructed, maintained, operated, or used for purposes of performing under this Agreement and includes any future Transfer Facility accessory facilities related thereto, meeting the requirements of a "transfer or processing station" under Section 40200 of the California Public Resources Code, and for the receiving, processing, disposal, recycling and transportation of Solid Waste and the recovery of materials from Solid Waste and Designated Source Separated Material(s), that is owned by the Authority, by a Member, or by a private entity, but in all events is available for use by the Authority or its Members, such that the material is handled by the Authority's transport, processing and disposal system.

SECTION 2. FORMATION, MEMBERSHIP

2.1 Humboldt Waste Management Authority. Pursuant to the Government Code, the Members do hereby create, form and establish the Authority, a public entity to be known as the "Humboldt Waste Management Authority", it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate and distinct from each of the Members.

2.2 Member Additions. Any city or county in Humboldt County may apply to join the Authority as a Member. The prospective Member's application must be received by the Authority no later than January 1 for potential membership beginning with the following Authority Fiscal Year. Membership will be granted only upon the approval of at least 70% of the Directors. Such approval shall not be granted unless and until the jurisdiction shall have: (1) covenanted to direct all Solid Waste and Designated Source Separated Material(s)

collected by the jurisdiction (if such jurisdiction provides collection services directly to its constituents) to a Transfer Facility for processing, transportation, and disposal; (2) successfully entered into one or more agreements, satisfactory to the Authority, which direct its franchised or contracted collection hauler(s) to deliver all Solid Waste and Designated Source Separated Material(s) collected under such franchise(s) or contract(s) to a Transfer Facility for processing, transportation and disposal; or (3) made such other arrangement or covenant acceptable to the Authority for the delivery of Solid Waste to the Transfer Facility. Additionally, new Members will be assessed a prorated share of assets and liabilities held by the Authority such as the undesignated reserve fund and any existing Indenture Obligations.

- 2.3 **Flow Control.** It is hereby understood that the intent of the Authority is to require all present and future Members to covenant to take all actions possible to direct Solid Waste and Designated Source Separated Material(s) to a Transfer Facility and to amend or revise any franchise collection agreements at the earliest possible date (which date may be the next renewal date for such franchise collection agreement) to provide the Member with the right to direct all Solid Waste and Designated Source Separated Material(s) collected under any franchise collection agreement to a Transfer Facility as specified by the Authority Directors.

SECTION 3. **PURPOSE**

- 3.1 **General.** The Authority is formed to provide the economic coordination of Solid Waste and Designated Source Separated Material(s) management services and to efficiently and fairly assure against potential adverse effects of past Solid Waste management services within the Service Area. This Agreement is entered into by the Members in order: 1) that they shall jointly request proposals and contract for Solid Waste and Designated Source Separated Material(s) processing and disposal services; and 2) that they may jointly develop and fund programs to provide for the: A) siting, permitting, developing, constructing, maintaining, operating or contracting for the construction and/or operation of disposal sites, Transfer Facilities and equipment, materials recovery facilities, waste to energy facilities, and/or Solid Waste landfills; B) preparing of planning documents which meet the requirements of the Act and other state law and regulation; C) disposal, transfer, or processing of materials generated in the incorporated and unincorporated area of the County; and D) planning, implementing and supervising programs which serve all or most jurisdictions, including facilities (household hazardous waste, centralized composting and disposal), special wastes (tires, appliances, and construction/demolition wastes) and recycling market development.
- 3.2 **Transfer Facility.** The general purpose **may** include, but is not limited to, the purpose of providing the economic coordination of processing, transfer and disposal services for Solid Waste and Designated Source Separated Material(s) generated within the Service Area, including but not limited to the acquisition, construction, financing, refinancing, maintaining, operating, rate setting, rate collection, and regulation of Transfer Facilities.

- 3.3 **Landfill Closure and Maintenance.** The general purpose also includes, but is not limited to, establishment of pooled insurance and other financial or other mechanisms to provide, for the safe closure and long term postclosure maintenance of the closed Landfill serving part or all of the Service Area for the general purpose of protecting the health and safety of the public within the Service Area and the specific purpose of protecting the general funds of the Members against any possible "generator" liability under state or federal laws and regulations which might arise if such landfills are not properly closed and maintained. The purposes of the Authority may include ownership and/or management of the Landfill during the final stages of the Landfill's active life, during closure, and thereafter if such is deemed essential, in the discretion of the Board of Directors, for successful accomplishment of the primary purpose of safe closure and postclosure maintenance. This Section excludes all landfills closed prior to July 1, 1996.
- 3.4 **Common and Additional Powers.** The Authority's purpose also includes the establishment of the Authority as an independent joint powers entity to enable the Members to jointly exercise the common powers of the Members set forth in Section 3.1 and for the exercise of such additional powers as are conferred under Section 6 or conferred by the Government Code upon all joint powers authorities.

SECTION 4. ORGANIZATION

- 4.1 **Composition.** The Authority shall be composed of the City of Arcata, the City of Blue Lake, the City of Eureka, the City of Ferndale, the City of Rio Dell, any city within the Service Area which has joined pursuant to Section 2.2, and the County of Humboldt.
- 4.2 **Principal Office.** The principal office of the AUTHORITY shall be established by the Board. The Board may change that principal office upon giving at least 15 days written notice to each Member.
- 4.3 **Board** The Authority shall be governed by the Board Of Directors, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority. The Authority Board of Directors shall appoint at its first meeting a chairperson and a vice chairperson. Thereafter at its first meeting in each succeeding fiscal year, the Board shall appoint new officers. The appointment of the chairperson shall rotate among the Members of the Authority.
- 4.4 **Directors.**
- (a) The Board shall consist of the same number of Directors as the number of Members. Each Member shall appoint one Director. Upon execution of this Agreement by a Member, the Member shall appoint its representative to the Board and at least one person as an alternate to serve in the case of absence or conflict on the part of the appointed Director. Thereafter, vacancies shall be filled by the appointing Member

within thirty (30) days of the occurrence thereof. Each Director and alternate shall be an elected official of the governing body of the Member that he or she represents. If a Director or alternate ceases holding any such elected position, he or she shall then cease to serve as a Director or alternate. The Authority and the Board shall be entitled to rely on a written notice from the City Clerk (in the case of city Members) and the Clerk of the Board of Supervisors (in the case of county Members) as conclusive evidence of the appointment and removal of the Directors and/or alternates representing that Member.

- (b) Each Director and alternate shall hold office from the first meeting of the Board after appointment by the Member, until his or her successor is selected by the Member that appointed that Director. Each Director and alternate shall serve at the pleasure of the Member that he or she represents and may be removed at any time, without cause, at the sole discretion of that Member.
- (c) No compensation shall be received by any Director or alternate unless expressly provided by resolution of the Board.

4.5 Executive Advisory Committee. There is hereby created an Executive Advisory Committee which shall consist of the Member City and County Managers, or their appointees or designees, to advise the Executive Director as specified below:

- a) Review and recommend an operating and capital budget, and review and comment on Authority goals and objectives.
- b) Provide assistance to the Board as requested in the recruitment and selection for the Authority's Executive Director.

The Executive Advisory Committee shall meet as necessary, but not less than annually, and as necessary as called by the Chairperson. The Executive Advisory Committee shall appoint a Chairperson and a Vice Chairperson. Thereafter at its first meeting in each succeeding Fiscal Year, the Executive Advisory Committee shall appoint new officers. The appointment of the Chairperson shall rotate among the Members of the Authority. A majority of all members of the Executive Advisory Committee shall be present to conduct business of the Executive Committee. The decision of the majority of the Executive Advisory Committee shall constitute the acts of the Committee.

4.6 Technical Advisory Committee. The existing County/City Integrated Waste Management staff comprised of Authority Members is designated to provide technical information for, make recommendations to, and otherwise advise, the Authority on relevant waste management issues.

SECTION 5. PERSONNEL AND ADMINISTRATION

- 5.1 Employees.** The Authority may have its own employees and/or may contract with a Member agency or firm for the furnishing of any necessary staff services associated with or required by the Authority. All employees shall report to the Executive Director.
- 5.2 Executive Director.** The Executive Director shall have all administrative powers necessary to implement Board direction, including purchasing, personnel, and finance powers. The Executive Director shall prepare an annual budget and annual rate schedule for the Board's consideration.

SECTION 6. POWERS

- 6.1 FACILITIES.** The Authority is empowered to acquire, construct, finance, refinance, operate, regulate, set rates for and maintain Transfer Facilities subject, however, to the conditions and restrictions contained in this Agreement. To ensure safe closure and postclosure maintenance of the Landfill, the Authority is empowered to acquire, operate, regulate, set rates for, close and provide postclosure maintenance for the Landfill and all facilities and properties related thereto in the manner required by law.
- 6.2 Approved Powers.** To the full extent permitted by applicable law (including specifically the Act and the Government Code), the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers enumerated in the Act or that each Member could exercise separately including, without limitation, any and all of the following:
- (a) to sue and be sued in its own name;
 - (b) to incur and discharge debts, liabilities and obligations;
 - (c) to issue Revenue Bonds, notes, certificates of participation and incur other forms of indebtedness and make associated covenants from time to time, for designated purposes in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the Transfer Facility and/or related facilities;
 - (d) to exercise the power of eminent domain for the acquisition of real and personal property for a Transfer Facility and access thereto or for the acquisition of a Transfer Facility itself;
 - (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
 - (f) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with a Transfer Facility, any other facility owned or operated by the

Authority, and any other enterprise which the Authority is empowered by this Agreement to conduct, as well as any and all services and programs provided and/or implemented by the Authority, and to include in such rates and charges amounts necessary to carry out those purposes described in Section 3 of this Agreement;

- (g) to require the Members to use all best efforts to direct all Solid Waste and Designated Source Separated Material(s) generated within the Members' boundaries that are located within the Service Area to the Authority-specified Transfer Facility. To the extent legally permissible, Members shall:
 - (1) Direct all Solid Waste collected by Members' franchised garbage collectors to the Transfer Facility. Members shall also direct all other Solid Waste generated by Members to the Transfer Facility; provided, however, this subsection shall not apply to recyclables nor to Solid Waste generated by Members outside the Service Area; and
 - (2) Obtain and maintain Flow Control over Designated Source Separated Material(s);
- (h) to require Members to amend or revise any franchise collection agreement(s) at the earliest possible date, which shall not be later than the first renewal or extension date or the date of any amendment to such franchise agreement, to provide the Member with the right to direct all Solid Waste and Designated Source Separated Material(s) collected by the franchised hauler(s) to a Transfer Facility. Any Member currently not having the right to direct such materials under its franchise agreement(s) shall covenant to make such amendment in order to join the Authority;
- (i) to contract for the processing, transportation and/or disposal of Solid Waste and Designated Source Separated Material(s) delivered to a Transfer Facility;
- (j) to make and enter into contracts, including contracts with any Member or non-member entity, and to assume contracts made by any Member relating to the Transfer Facility;
- (k) to reimburse the Members for the costs of services provided to the Authority;
- (l) to hire agents and employees;
- (m) to employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (n) to apply for and accept grants, advances and contributions;
- (o) to make plans and conduct studies;

- (p) to coordinate efforts with the established local, regional and state waste management agencies;
- (q) to make payments as necessary for closure and postclosure maintenance for the Landfill for the purposes set forth in Section 3.3 of this Agreement and, if the Landfill should become a Superfund site, to seek reimbursement for remediation costs from any person or entity (other than any Member) having a legal responsibility for such costs; and
- (r) to provide the financial assurances required by state and federal law for postclosure maintenance of the Landfill, including use of a Pledge Of Revenues based upon any or all of the revenue-producing enterprises owned and/or operated by the Authority.

6.3 Limitations. Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Humboldt in the exercise of similar powers.

6.4 Possible Future Responsibilities. Upon future approval and agreement by all of the Members, the Authority may conduct other related waste management responsibilities and duties, including but not limited to contracting with non-members to accept their Solid Waste at a Transfer Facility or expansion to a Regional Agency, as that term is defined in Public Resource Code § 40975.

6.5 Individual Member Services. Upon approval of the Board and the governing body of a Member, the Authority may contract to provide other related waste management responsibilities and duties, individually for that Member. These contracted services will be paid for solely by the contracting Member.

6.6 Local Governing Body. For the purposes of the Act the Authority will operate as a “Local Government Body” or “Local Governmental Agency” which has the authority to provide Solid Waste and other materials management and handling services.

SECTION 7. FINANCE

7.1 Assets, Rights, Debts, Liabilities and Obligations.

- (a) Except as provided in subsection (b), (c) and (d) below, the assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Member give prior approval to such contract or assumption.

- (b) The Members hereby agree that any defense against claims, as well as the cost of any judgments imposed for claims resulting from actions by the Authority or any of the officers, agents, employees, or contractors of the Authority in relation to the Transfer Facility, any Solid Waste facility owned and/or operated by the Authority or any other enterprise owned and/or operated by the Authority shall be the sole responsibility of the Authority. Such costs shall therefore be paid for ultimately through surcharges uniformly imposed on the rates charged to users of the Transfer Facility.
- (c) To the extent that Members are also held jointly and severally liable for such amounts by Government Code Section 895.2, if a Member provides for such defense of itself or the Authority, or pays all or part of such judgment, the Member shall be entitled to reimbursement in full from the Authority, provided the Member obtains prior approval from the Authority. Such reimbursement shall be paid over such time as is necessary for the collection of the corresponding reasonable user surcharges.
- (d) If Members are held responsible by third parties for tort or other claims as a result of activities of the Authority, pursuant to Government Code Section 895.2 or state or federal laws applicable to Solid Waste management facilities, and the Authority has ceased to exist and its assets have been fully distributed or consumed, or the Authority has ceased to operate and has no unencumbered assets capable of generating enough revenue to defend against and pay for such claims, each Member shall be entitled to seek reimbursement from the other Member(s) for the costs of providing the defense against such tort claims or payment of any judgments lawfully imposed in connection therewith to the extent that the amounts paid by the Member exceed that proportion of the total cost which exceeds the ratio of the tonnage of Solid Waste generated within the jurisdiction of the Member, including self-hauled Solid Waste, and processed by the Transfer Facility in the Fiscal Year of the occurrence of the incident giving rise to liability to the total tonnage processed by the Transfer Facility during said Fiscal Year.
- (e) Obligations for capital expenditures at an approved Transfer Facility shall be included in the service fee for such facility such that only its users contribute toward its capital expenditures. However, all Members shall contribute a reasonable amount toward all of the Authority's costs of administration.

7.2 Budget. A budget for the Authority shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including, but not limited to, the acquisition or construction of a Transfer Facility and any other facility owned and/or operated by the Authority and related site improvements, administration, special projects, maintenance and operating costs. Approval of the budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds on hand, provided

that this shall not be construed to limit the power of the Board to modify the budget in whatever manner it deems appropriate and instruct the Executive Director accordingly.

7.3 Rates.

- (a) The Board shall establish rates to be charged at the Transfer Facility in amounts sufficient to provide for the efficient operation, including administrative, processing, transportation and disposal costs, to discharge all indebtedness and liabilities (including, without limitation, any Revenue Bonds issued in connection therewith) to insure against future liabilities and of the Members resulting from "generator" status under state and federal laws and regulations relating to landfills experiencing illegal discharges of hazardous substances to the extent that status pertains to Solid Waste generated at any time within the Service Area, and to pay as yet unfounded costs of closure as well as those costs of postclosure maintenance for the Landfill which exceed net revenues from gas recovery and other ongoing Landfill site enterprises, as liability for such costs accrues, and to accommodate the planning and implementation of activities incidental thereto.
- (b) The Authority shall provide at least thirty (30) days advance written notice to its Members of any intent to increase or decrease rates to be charged at the Transfer Facility. To the extent possible, the Authority shall coordinate the effective date of rate increases or decreases with the annual garbage collection rate setting processes of the Members and other public entities having Solid Waste franchising jurisdiction within the Service Area.

7.4 Financial Audit. There shall be an audit of the accounts and records at least annually as prescribed by Sections 6505 and 6505.5 of the Government Code. The audit shall conform to generally accepted auditing standards. There shall be an annual audit of the services provided, measuring satisfaction with internal and external services.

7.5 Indemnity. The Authority shall indemnify, defend and hold harmless the Members hereto, their officers, officials, employees and volunteers from and against all liability, loss, damage, expense costs (including without limitation costs and fees of litigation), of every nature arising out of the Authority, described herein, or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of a Member.

7.6 Insurance

- (a) The Authority shall maintain general liability insurance, environmental insurance coverage, vehicle insurance coverage and workers compensation relating to its ownership and operation of the Transfer Facilities and properties.
- (b) The Authority shall, directly or indirectly, maintain liability insurance or self-insurance

relating to its contractual obligations pursuant to this agreement, covering its management, operation and administration of the Transfer Facilities and shall indemnify, protect, defend and hold harmless all other agencies from claims and suits arising for the operations of the Transfer Facilities. The indemnity herein shall include federal and state statutes and environmental laws directly relating to the operations of the Facilities.

- (c) Each Member shall maintain appropriate insurance covering the collection and transport of Solid Waste and Designated Source Separated materials from its jurisdiction to the Transfer Facilities, and shall indemnify, protect, defend and hold harmless the Authority from any and all losses arising therefrom, including losses from violations of federal, state, and local laws.

SECTION 8. BYLAWS, OFFICERS AND VOTING

8.1 Bylaws and Policies. The Board, from time to time, may adopt bylaws and policies for the conduct of the Authority's affairs, provided that they are not inconsistent with this Agreement.

8.2 Officers and Committees. The Board may designate such officers and establish such committees as may be necessary or convenient to conduct the Authority's affairs, and is subject to provisions of the Ralph M. Brown Act (Sections 54950 et seq of the California Government Code) and other applicable laws of the State of California.

8.3 Voting.

- (a) Each Director shall have one vote on all matters presented to the Board for a vote.
- (b) Except as provided in Section 8.3(c), the vote of a majority of the Directors shall constitute the act of the Board.
- (c) A vote of seventy percent (70%) all of the Directors shall be necessary in order to approve any of the following:
 - (1) the construction budget for any Authority owned facility;
 - (2) the annual operating budget of the Authority in excess of debt service on Revenue Bonds
 - (3) the issuance, execution or delivery of Revenue Bonds;
 - (4) any change in a budget exceeding 10% of the total amount of that budget;
 - (5) any amendment to or the termination of this Agreement;

- (6) voting rules regarding the approval of contracts between the Authority and any one or more Members (it being understood that all such contracts must be approved pursuant to rules adopted in this manner);
- (7) the admission of an additional Member including by means of assignment; and
- (8) the purchase of a new Transfer Facility.

8.4 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business of the Board except that if there is less than a quorum present, any Director who is present or the Executive Director may adjourn any meeting.

8.5 Disclosure of Closed Session Information. Pursuant to Government Code section 54956.96, the Board hereby authorizes each Director of the Board to disclose information received by the Board in closed session only in accordance with this section:

- (a) To any alternate Director appointed to the Board by a Member who is attending a properly noticed meeting of the Authority in lieu of the Member's regularly appointed Director to the Board.
- (b) All information received by a Member's governing body in closed session related to information presented to the Authority in closed session shall be confidential. However, a Member's appointed Director or alternate to the Authority Board may disclose information obtained in closed session that has direct financial or liability implications for a Member to the following individuals:
 - (1) Legal counsel for the Member for purposes of obtaining advice on whether the matter has direct financial or liability implications for the Member; and
 - (2) Other officials in the Member's governing body present in a closed session of the Member agency.
- (c) Upon adoption of this provision, the governing body of a Member agency, upon advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the Authority pursuant to section 8.5.

SECTION 9. TERM

This Agreement shall continue in full force and effect until amended pursuant to Section 12 or until dissolved pursuant to Section 11 of this Agreement. However, in no event shall the Authority be dissolved until all of the Authority's obligations and liabilities respecting all Revenue Bonds

are satisfied, discharged, or terminated or until the provisions of Section 11.2 are complied with.

SECTION 10. WITHDRAWAL

A participating Member may withdraw upon no less than one year prior written notice to the Authority Board. The withdrawing Member shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing Member shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however, such Member shall be entitled to participate in the return of surplus money and other surplus personal property upon the completion of the purpose of the Agreement according to the provisions of Section 11.

SECTION 11. DISSOLUTION

11.1 Assets.

- (a) Subject to the then-applicable requirements of the Government Code, upon dissolution of the Authority, the assets of the Authority remaining after payment of or adequate provision for all debts, liabilities and obligations of the Authority shall be divided among the Members in accordance with an unanimous agreement among them or, in the absence of such an agreement, in proportion to the total tonnage of Solid Waste and Designated Source Separated Material(s), (inclusive of Solid Waste delivered by self-haulers) each Member caused to be delivered to the Transfer Facility.
- (b) To ensure that "adequate provision" is made for all debts, liabilities and obligations of the Authority upon dissolution, any assets remaining after satisfaction of all debts known to exist as of the time of dissolution shall be placed in a trust account with the Humboldt County Auditor to be held in trust until expiration of the period of postclosure maintenance for the Landfill required by state and federal law. If the assets are not liquid, such assets shall first be sold at public auction and the net proceeds placed in the trust fund. While held in trust, such assets and/or any interest earned thereon shall be disbursed only to pay debts of the Authority arising after dissolution in consequence of actions of the Authority prior to dissolution, or to pay for costs of postclosure maintenance of, or hazardous waste release remediation at the Landfill. Any such disbursement from this dissolution trust fund shall be made by the Humboldt County Auditor only with the unanimous consent of the governing bodies of those agencies which were Members at the time of dissolution, or by order of a court of competent jurisdiction. Upon expiration of the period of postclosure maintenance, any remaining funds shall be distributed in the manner set forth in (a).

11.2 Revenue Bonds Or Other Instruments Of Indebtedness

- (a) If any Revenue Bonds or other instruments of indebtedness are outstanding at the time of dissolution, the Members shall cause to be delivered to the Revenue Bond trustee(s):
 - (i) an opinion of nationally recognized bond counsel substantially to the effect that such dissolution will not cause the interest on the outstanding Revenue Bonds to be included in gross income for federal income tax purposes; and
 - (ii) evidence from each rating agency then rating the outstanding Revenue Bonds that such dissolution will not adversely affect the rating of such Revenue Bonds.
- (b) Approval of any request to dissolve shall not be unreasonably withheld; provided, however, that if any Revenue Bonds are outstanding at the time the request is made or acted upon, financial assurances are made by the Members that will assure continued payment of the Members' share of the outstanding indebtedness which is acceptable to the other Members, the Authority, and the Revenue Bond trustee(s) and their respective counsel. Approval of such financial assurances by an independent financial consultant selected by the Board shall be required.

11.3 Effective. No dissolution shall be effective unless and until the Authority and Members comply with any then-applicable requirements of the Government Code relating to changes in the composition of entities such as the Authority; and if and when they have Revenue Bonds issued by the Authority or other instruments of indebtedness outstanding, comply with all of the terms and conditions of all Revenue Bonds or other instruments of indebtedness and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

SECTION 12. AMENDMENTS

This Agreement may be amended only after preliminary approval by no less than 70% of the Directors of the Authority Board, and thereafter by written instrument approved by no less than 70% of the governing boards of the Members. Any Amendment shall meet all requirements imposed by the terms or conditions of Revenue Bonds and related documentation, if any, including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

SECTION 13. FILING WITH THE SECRETARY OF STATE

The Executive Director shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051, as such may be amended from time to

time.

SECTION 14. **NOTICES**

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal or electronic mail delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given to the other Members in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the Authority and the Members, notice shall be delivered to the respective City Manager and County Administrative Officer.

SECTION 15. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California and then only when approved in accordance with this Agreement. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of the Government Code relating to changes in the composition of entities such as the Authority and, if and when they have Revenue Bonds outstanding, in compliance with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

SECTION 16. **SEVERABILITY**

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall be not be affected.

SECTION 17. **SECTION HEADINGS**

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 18. **ARBITRATION**

All disputes that arise in connection with the interpretation or performance of this Agreement shall

be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the Authority, all Members and all former Members involved or affected by the dispute. The Authority, any Member and any former Member that is party to the dispute may enforce any award, order or judgement of the arbitrator in any court of competent jurisdiction.

SECTION 19. **LAW TO GOVERN**

It is understood and agreed by the parties that the law of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

SECTION 20. **ENTIRETY**

The Members agree that this Agreement represents the full and entire agreement between the MEMBERS hereto with respect to matters covered herein. This Agreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Members hereto with respect to such subject matter.

SECTION 21. **WAIVER**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 22. **EFFECTIVE DATE**

This Amended and Restated Joint Powers Agreement shall become effective at the time 70% of the Members' governing boards have duly approved this Amended and Restated Joint Powers Agreement.

IN WITNESS WHEREOF, the Members of the Humboldt Waste Management Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

SIGNATURES APPEAR ON FOLLOWING PAGES



CITY OF BLUE LAKE

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

AGENDA REPORT

Item #: 8
Date: February 28, 2023
Item Subject: Mercer Fraser Contract Award for Wastewater Treatment Plant Headworks Replacement
Submitted By: Mandy Mager, City Manager

General Information:

The City has gone out to bid for the replacement of the headworks at the City's wastewater treatment plant. This is a critical piece of infrastructure that has been scheduled for replacement in prior and current budget cycles. Due to inflationary costs and supply chain issues, the replacement costs have increased beyond original budgetary estimates.

The City has gone out to bid through a competitive process and has received one qualified and responsive bid. The City Engineer has reviewed the bid submittal and has provided a bid review and recommendation.

If approved by Council, the motion should include authorization to expend wastewater capital improvement funds to cover the costs associated with the contract. The wastewater fund has sufficient funding to facilitate the project.

Background Material Provided: Engineer's Report and Recommendation.

Fiscal Impact: Increase authorized budget for capital improvements in the Wastewater Capital Reserve Fund.

Recommended Action: Authorize the City Manager to execute the Contract with the responsive and qualified bidder and authorize the increase to the wastewater fund capital improvement budget to facilitate the project.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:



Phone: (707) 441-8855 Email: info@shn-engr.com Web: shn-engr.com
812 W. Wabash Avenue, Eureka, CA 95501-2138

Reference: 022003

February 1, 2023

Amanda Mager
City Manager
City of Blue Lake
PO Box 458
Blue Lake, CA 95525

Subject: City of Blue Lake Wastewater Screen Replacement—Project Contract Award Recommendation

Dear Amanda Mager:

The purpose of this letter is to provide a recommendation to award the contract for replacement of the wastewater screen at the City of Blue Lake (City) wastewater treatment facility. The public bid solicitation was advertised on December 8, 2022, and closed on January 12, 2023. A non-mandatory pre-bid meeting was held at the wastewater facility on December 15, 2023, which was attended by three local contractors, Mercer-Fraser, Wahlund Construction, and GR Sundberg.

Mercer-Fraser was the sole bidder for the project. In accordance with the bid documents, Mercer-Fraser provided five references for similar work completed at other water and wastewater treatment facilities including the City of Eureka, Caltrans District 1, McKinleyville Community Services District, Caltrans District 6, and the City of Fortuna. SHN contacted four references provided by Mercer-Fraser, none of which provided any reason for concern regarding their technical abilities to complete this project. Each reference provided a positive reference for Mercer-Fraser.

Mercer-Fraser's bid is responsive and meets all requirements of the bid solicitation. We recommend that the City award this contract to Mercer-Fraser. Please see Attachment 1 for Mercer-Fraser's bid.

Sincerely,

SHN

Mike Foget, PE

MKF/CRS:ame

Attachments: 1. Mercer-Fraser Bid

\\eureka\Projects\2022\022003.001\700-Wastewater\PUBS\rpts\20230201-BL-Screen-Bid.docx



Mercer-Fraser Bid 1

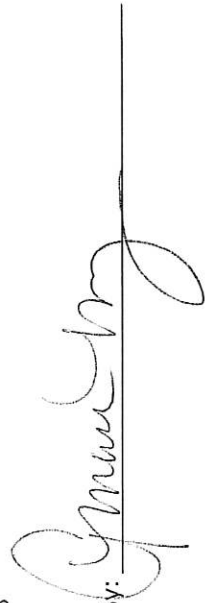
City of Blue Lake

Project Name: Wastewater Screen Replacement

Bid Summary

Name	Address	Phone	Contact	Email	Bid Amount
Mercer Fraser Company	PO Box 1006 Eureka, CA 95502	707-443-6371	Mark Benzinger		\$118,000.00

Bid Closed @ 2 PM
Bid Date: 1/12/23

Bid(s) Opened By: 

PROPOSAL AND CONTRACT FORMS

BID FORM

TO: **City of Blue Lake**
Amanda Mager, City Manager
P.O. Box 458
Blue Lake, CA 95525

The undersigned, having become completely familiar with all the conditions affecting the cost of the work at the place where the work is to be done, and with the Plans, Specifications, Contract Documents, and Addenda thereto, prepared and issued therefore, hereby proposes and agrees to perform everything required to be performed and to provide and furnish any and all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner the: **Wastewater Screen Replacement** for the following unit prices and or lump sums with the price for the Total Project Bid written in both words and figures:

Base Bid

Bid Sheet					
Wastewater Screen Replacement Project					
Item No.	Construction Item	Units	Quantity	Unit Price	Total Item Price
1	Franklin-Miller Screen Replacement	LS	1	\$ 118,000.00	\$ 118,000.00
Total Construction Items					\$ 118,000.00

TOTAL BASE BID:

One Hundred Eighteen Thousand
(in words)

\$118,000.00
(in figures)

Where the "Figures" shown under "Total Bid" disagree with the summation of the "Total Item Prices," the "Total Item Prices" shall govern.

Where the "Figures" shown under "Total Item Prices" disagree with the extension of the "Unit Prices," the "Unit Prices" shall govern.

In case of discrepancy between words and figures, the words shall prevail.

The above lump sum and unit prices shall include all labor, materials, equipment, mobilization, shoring, clean-up, supervision, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Owner intends to award the Contract to the lowest qualified Bidder. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding at Owner's sole option and discretion.

Bidder acknowledges receipt of the following Addendum:

ADDENDUM NUMBER

DATE

1

12/15/22

The bidder agrees that this bid is good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit.

The undersigned is aware of California Business and Professions Code 7028.15(e) and hereby states that all representations made herein are made under penalty of perjury.

Respectfully submitted:

1/12/23

Date

PO Box 1006

Address

Eureka, CA 95502

(707) 443-6371

Telephone Number

105709

Contractor's License #

Mercer-Fraser Company

Bidder's Name



Authorized Signature

Mark Benzinger, Vice President

Title

Corporation

Type of Organization

(Individual Partnership, or Corporation)

1/31/2025

Date of License Expiration



CITY OF BLUE LAKE

REQUEST FOR PROPOSALS (RFP)

Wastewater Screen Replacement Project Addendum #1 – 12/15/2022

The purpose of this Addendum is to correct and modify the Plans and Specifications for the Wastewater Screen Replacement Project. This Addendum shall become part of the Contract Documents for this project, and a signed copy shall be attached to all sealed bids.

Addendum # 01:

Item #1: Pre-Bid Meeting Minutes Documentation:

The pre-bid meeting sign-in sheet, questions/answers, and sample O&M manual are attached to and included in this addendum.

All prospective bidders shall sign and attach this Addendum to sealed bid.

Dated: 1/12/23

Bidder's Signature:

Dated: 12/16/22

Project Manager:

Dated: 12/16/22

City Engineer:



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road,
Phone 707.668.5655

Blue Lake, CA 95525
Fax 707.668.5916

AGENDA REPORT

Item #: 9

Date: February 28, 2023

Item Subject: Continuation of Zoom Option for Public Participation

Submitted By: Mandy Mager, City Manager

General Information:

The City continues to offer a Zoom option for public participation at City Council meetings; the Council is mandated to meet in person under the established rules of the Brown Act.

During COVID, the public participation via Zoom was substantial, but during the last three City Council meetings, public participation via Zoom has either been zero or significantly decreased. The City commissions have all ceased to offer Zoom as an option for public participation and the Council has been meeting in person for several months.

Managing the Zoom system is burdensome to staff and can be a source of distraction during meetings. Staff have struggled to facilitate public input through the use of Zoom, including issues with connectivity, and the management of the mute function.

Staff is recommending that the Council cease to offer Zoom as an option for public participation and revert back to established processes in effect prior to the COVID pandemic.

Background Material Provided: N/A

Fiscal Impact: N/A

Recommended Action: Direct staff to cease the utilization of Zoom for public participation. If necessary for future meetings, it can be provided as an option on an as needed basis.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:



CITY OF BLUE LAKE

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

AGENDA REPORT

Item #: 10
Date: February 28, 2023
Item Subject: Recommendation from the Arts and Heritage Commission on a Name for the Proposed Affordable Housing/Mixed-Use Development Project
Submitted By: Mandy Mager, City Manager

General Information:

The Arts and Heritage Commission has developed a recommended list of names for the Affordable Housing/Mixed-Use Development Project in the Powers Creek District. Currently referred to as the “DANCO Project,” the name continues to segregate the project from the overall development aspirations of the district.

The Arts and Heritage Commission has met with the DANCO project manager assigned to this project and they have formed an ad-hoc committee to further explore opportunities to integrate art and culture into the project. The Arts and Heritage Commission has a representative from the Wiyot Tribe as an advisory member and the commission has met to explore naming options that reflect the original heritage of the development site. Through this exploration, the commission is providing the following name recommendations in hierarchy of first to last:

- Baduwa't Community
- Doulit Community (pronunciation: Doo-leet)
- Da 'Di' qhoughuk Community (The Wiyot name for Blue Lake...Where the trail comes down)

Providing a name for the project will allow the development to take on its own character and will allow art and culture to integrate in a frontal capacity. The Art and Heritage Commission has begun exploring opportunities to integrate murals, sculptures, native plant gardens, outdoor gathering spaces, indoor classrooms, and recreation features into the development. This work is critical as the site is being designed and architectural features are being identified.

Members of the ad-hoc committee have toured several DANCO properties to gain an understanding of the development styles, quality and options for art and cultural integration. The work of the Art and Heritage Commission is critical to the placemaking process.

Background Material Provided: Recommendation Synopsis

Fiscal Impact: N/A

Recommended Action: As the discussion directs.

<p>Review Information:</p> <p>City Manager Review: <input checked="" type="checkbox"/> Legal Review: <input type="checkbox"/> Planner Review: <input type="checkbox"/> Engineer: <input type="checkbox"/></p> <p>Comments:</p>
--

Notes from the Danco Ad Hoc Committee

1 message

Julie Douglas <juliedouglas@dellarte.com>

Fri, Feb 17, 2023 at 5:00 PM

To: Diana Lynn <lynndiana@usa.net>, Gina Tuzzi <gina.tuzzi@gmail.com>, Patricia Sennott <psennott@gmail.com>, Sherri Green <sagreen@reninet.com>, Jeff DeMark <jeffdemark@gmail.com>, Charis Bowman <charisimo@gmail.com>, Marnie Atkins <matkins@wiyot.us>, Randy Toroni <ryonokk@gmail.com>, Amanda Mager <citymanager@bluelake.ca.gov>

Hello All,

Thanks for the lively meeting on Wednesday! Here are the notes from what we shared about the name and idea generation, suggestions and questions. If you would like me to share any of the pictures let me know. Just keeping it simple for this reference.

Ad Hoc Committee Notes:

Blue Lake/Danco Affordable Housing=Location of Arts and Heritage "District" in Blue Lake

Names (in order of Commissions preference with the first being our top recommendation):

- Baduwa't Community (pronunciation attached)
- Doulit Community (pronunciation: Doo-leet)
- Da 'Di' qhoughuk Community (pronunciation linked)

Plants:

Native Plants

Garden Space for residents and for use in cooking classes

Art:

Indigenous art

Murals-indoors and out

Chalkboard Art

Common Space (Question: what would be for the public and what for just the residents?):

Art shows/gallery space

Art and craft classes

Community Classes (ex. Native traditions/arts, language and ways of knowing)

Affinity spaces

Parties

Cooking classes

Outdoor Space (public or residents only?):

Stage

Artsy/creative bike racks

creative benches

Outdoor grills and tables

Play area

Sculpture/s (perhaps a sculpture walk through BL?) Price included in the development/line item (suggested artists: Rick Bartow: *From the Mad River to the Little Salmon River - or The Responsibility of Raising a Child* (it is possible to get a bronze cast of this sculpture for outdoor installation), Bob Benson)

Thanks,

Julie Douglas (she/her/hers)

Head of Arts Engagement & Full Time Faculty



CITY OF BLUE LAKE

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

AGENDA REPORT

Item #: 11
Date: February 28, 2023
Item Subject: California League of Cities State Budget Update and Call to Action Alert
Submitted By: Mandy Mager, City Manager

General Information:

The California League of Cities has provided a mid year budget update for the State of California. The update identifies budget increases and decreases to the State budget and potential impacts to funding and programs.

The League has also issued a Call to Action Alert regarding Initiative No. 21-0042A1, an initiative that, if passed, will erode local government control and local revenues. The League is asking for City sponsored letters and resolutions in opposition to the initiative; a sample resolution and letter is being presented as part of this agenda item.

Background Material Provided: Budget update, Draft Resolution and Letter of Opposition

Fiscal Impact: N/A

Recommended Action: Adopt Resolution No. 1215 and authorize the Mayor to sign the opposition letter; direct staff to distribute as appropriate.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

Cal Cities 2023-24 State Budget Update

1 message

Sara Sanders <sanders@calcities.org>
To: Sara Sanders <sanders@calcities.org>

Tue, Jan 10, 2023 at 7:49 PM

Redwood Empire Division Members:

Gov. Gavin Newsom announced his proposed \$297 billion state budget on Tuesday. Although the state is forecasting a shortfall of \$22.5 billion in fiscal year 2023-24, the Governor's proposed budget does not contain deep cuts to ongoing programs. In a win for cities, the budget does not include any mention of redirecting city funds to help address state budget shortfalls. The League of California Cities urged the Governor to protect city revenues in a letter late last year.

The Governor's proposed budget upholds commitments made in last year's 2022 Budget Act to invest an additional \$1 billion to fund a fifth round of Homeless Housing, Assistance and Prevention grants for fiscal year 2023-24. However, the budget does not include any new, ongoing funding for cities to address the housing supply and homelessness as requested by Cal Cities.

The state's fiscal forecast will be updated in May in time for the Governor's revised budget proposal. Global economic forces and further changes to federal monetary policy in response to inflationary pressures may result in additional cuts to state spending or the restoration of reduced investments.

Cal Cities will continue to call on the Governor and lawmakers to invest in programs that advance shared city and state priorities.

Read Cal Cities Executive Director and CEO Carolyn Coleman's statement in response to the budget proposal, and Cal Cities' analysis of the budget below.

Community Services

The Governor's budget proposal maintains funding commitments from prior budgets for homelessness. While Cal Cities is pleased that homelessness funding was not cut, additional funding is needed to match the scale of this crisis. The proposed budget also details new accountability measures for local government for homelessness funding by prioritizing spending on specific programs and requiring adherence to state housing laws.

Below is a breakdown of major allocations, reductions, and policies announced in the Governor's January budget.

- **Homelessness Funding:** Maintains \$3.4 billion to address homelessness as committed in prior budgets. This includes \$400 million for the third round of encampment resolution grants and \$1 billion for the fifth round of Homeless Housing, Assistance and Prevention (HHAP) grants.
- **Homelessness Funding Accountability and Transparency:** Proposes statutory changes to the HHAP program to prioritize spending on activities such as encampment resolution, Homekey operating sustainability, and Community Assistance, Recovery and Empowerment (CARE) Act housing supports. This focus may also be accompanied by expanded housing streamlining provisions.
- **Homelessness Funding Eligibility:** Seeks to condition eligibility for any future homeless-related grants and competitive programs through the Business, Consumer Services and Housing Agency and the Health and Human

- Services Agency, on compliance with state housing law.
- **CARE Act Funding:** Maintains \$88.3 million for county start-up and state implementation of the CARE Act and proposes additional funding for local assistance ongoing costs, including \$16.5 million in 2023-24, \$66.5 million in 2024-25, \$108.5 million in 2025-26, and annually thereafter to support estimated county behavioral health department costs for the CARE Act.
 - **Behavioral Health**
 - Delays \$250 million General Fund out of a total of \$1.5 billion General Fund to 2024-25 for the Behavioral Health Bridge Housing Program.
 - Delays \$480.7 million General Fund to \$240.4 million in 2024-25 and \$240.3 million in 2025-26 for the final round of behavioral health continuum infrastructure capacity grants.
 - Delays \$130 million General Fund for the California 25x25 Community Health Worker Initiative Grant program to \$65 million in 2024-25 and 2025-26.
 - Maintains \$1 billion to the Department of Health Care Access and Information to strengthen and expand the state's health and human services workforce to increase nurses, community health workers, and social workers, as well as support new individuals coming into the workforce in behavioral health.
 - **Parks and Open Space:** Cuts the Statewide Parks Program by 40% with a \$150 million reduction for the Statewide Parks Program across 2022-23, 2023-24, and 2024-25. If there is sufficient General Fund in January 2024, this reduction will be restored.
 - **Libraries:** Delays investment of \$100 million in 2023-24 to support local library infrastructure projects to the 2024-25 (\$33 million), 2025-26 (\$33 million), and 2026-27 (\$34 million) fiscal years.

Housing, Community, and Economic Development

The Governor's proposed budget does not contain any additional funding to help address the housing crisis gripping the state. Instead, it focuses heavily on implementing recently approved housing laws, providing local governments with technical assistance, encouraging regional collaboration, and holding cities and counties accountable when violating state housing laws.

Cal Cities will double down on its call on the Governor and Legislature to provide an ongoing funding source to address the housing and homelessness crisis. Uncertain fiscal times present difficult decisions and demand bold action to ensure that everyone has a place to call home.

Below is a breakdown of the major program cuts proposed in the state budget.

- **Dream For All Program:** The 2022 Budget Act included \$500 million one-time General Fund to the California Housing Finance Agency to provide shared-appreciation loans to help low- and moderate-income first-time homebuyers achieve homeownership. The Budget reduces this to \$300 million General Fund in 2023-24.
- **CalHome Program:** The 2022 Budget Act included \$100 million one-time General Fund for 2023-24 to the Department of Housing and Community Development to provide local agencies and nonprofits with grants to assist low- and very-low-income first-time homebuyers with housing assistance, counseling, and technical assistance. The budget proposes to remove this funding.
- **Accessory Dwelling Unit Program:** The 2022 Budget Act included \$50 million one-time General Fund for the California Housing Finance Agency's Accessory Dwelling Unit program. The budget proposes to remove this funding.

Environmental Quality

Cities are leading the way on many important environmental goals, such as single-use plastic reduction. However, they must also adapt to rapidly changing climate conditions, including extreme weather events such as drought, flooding, and wildfires.

The Governor's proposed budget maintains noteworthy investments despite significant revenue volatility but makes substantial adjustments that will impact city climate programs. The budget maintains 89% of the \$54 billion dedicated over 5 years and includes triggers to increase funding back to pre-approved levels should the budget condition improve. The Administration is also seeking federal funds and considering a resources revenue bond to cover any shortfalls.

Below is a breakdown of the major program adjustments proposed in the state budget.

- **Water and Electricity Bill Relief:** Shifts \$400 million from the state arrearage support program to the General Fund effectively winding down this program.
- **Residential Solar Subsidy:** Reduces funds significantly for the residential solar and storage program while maintaining 70% of funds available to support low-income utility customers.
- **Wildfire Response:** Maintains nearly all fire prevention funds. There is a reduction of \$10 million for defensible space inspections and monitoring. Workforce training funds in this space are largely maintained.
- **Extreme Heat:** Maintains 70-85% of total funds made available in prior years, but significantly cuts programs of importance to cities. Adjustments include a nearly 40% cut to the extreme heat and community resilience program and a reduction of \$100 million from the Urban Greening Program.
- **Coastal Resilience:** Reduces 40% of funding to coastal resilience funding contingent on budget conditions. Significant adjustments include cuts to the Coastal Commission programs of \$175 million in 2022-23 and \$297 million in 2023-24.
- **Organic Waste:** Maintains the \$180 million for SB 1383 (Statutes of 2016) implementation that Cal Cities successfully fought for in 2022. The budget maintains 95% of funds available to support the implementation of short-lived climate pollutant strategies and organic waste infrastructure.

Revenue and Taxation

The Governor's proposed budget does not draw from the state's reserve accounts to address the deficit. Instead, it proposes balancing the state's budget with a combination of funding delays, shifts, and reductions. The Governor cited ongoing investments in the state's financial reserves and appropriating most of last year's historic \$97.5 billion surplus to one-time investments as the reason why this budget avoids deep reductions to ongoing programs.

Below is a breakdown of major allocations, reductions, and policies announced in the Governor's January budget.

- **Film and Television Tax Credit Program:** Continues the program with additional investments starting in fiscal year 2025-26 for five subsequent years, allocating \$330 million in tax credits annually.
- **IBank's Small Business Finance Center:** Reduces funding for the center and the California Rebuilding Fund by \$50 million.
- **California Competes Program:** Maintains \$120 million included in the 2022 Budget Act for the 2023-24 fiscal year for a third year of the grant program (an extension of the California Competes Tax Credit program).
- **New Employment Credit:** Eliminates the geographic restrictions of the state's existing credit for qualifying semiconductor manufacturing and research and development firms.
- **Student Loan Debt Forgiveness:** Exempts student loan debt forgiven under the 2022 federal student loan debt relief plan from state income taxation.
- **Non-Grantor Trusts:** Proposes requiring net income derived from incomplete non-grantor trusts be subject to California income tax if the grantor of the trust is a California resident, resulting in tax revenues of \$30 million in 2023-24 and \$17 million annually thereafter.

Transportation, Communications, and Public Works

The Governor's proposed, multi-year combination of deferrals and investments impacts a number of statewide infrastructure projects. This includes funding to accelerate the transition to zero-emission vehicles, broadband connectivity investments, and \$8.6 billion of previously committed funding to address the state's drought resiliency and response.

The budget proposes \$17.7 billion overall for transportation programs. It anticipates \$9.7 billion from the Highway User Tax, revenues from the fuel excise tax used by cities and counties for public streets and highways. The budget would close the deficit by delaying spending in some transportation areas and changing how others are funded.

Further aligning the state's transportation and climate goals, the budget proposes shifting \$4.3 billion in spending on zero-emission vehicles from the state's General Fund to a special fund paid into by drivers of cars with internal combustion engines. The budget would delay \$3.1 billion in climate and transportation funding allocated in the 2023-24 budget, with the hope of restoring that spending in 2024 or offsetting it with federal money. Specific reductions include:

- **Zero-Emission Vehicles:** Reduces \$2.5 billion General Fund across various zero-emission vehicle programs, which are partially offset by approximately \$1.4 billion in fund shifts to the Greenhouse Gas Reduction Fund.
- **Transit Intercity Rail Capital Program:** Reduces \$2 billion over three years to transit infrastructure funding.
- **Active Transportation Program:** Reduces \$200 million from the program while allowing the program to sustain full programming capacity approved for the 2023 programming cycle.
- **Last-Mile Infrastructure Grants:** Defers \$550 million at the California Public Utilities Commission for grants in 2023-24 to future years (\$200 million in 2024-25, \$200 million in 2025-26, and \$150 million in 2026-27).
- **Loan Loss Reserve Fund:** Defers \$175 million from 2022-23 and \$400 million from 2023-24 from the California Public Utilities Commission to future years (\$300 million in 2024-25 and \$275 million in 2025-26).
- **Drought and Flood Response:** The proposed budget also includes new investments to support the state's drought response, accelerate the implementation of the state's water supply strategy, and increase flood preparedness and response, including:
 - **Urban Flood Risk Reduction:** Provides \$135.5 million General Fund over two years to support local agencies working to reduce urban flood risk.
 - **2023 Drought Contingency:** Sets aside \$125 million General Fund to be allocated as part of the spring budget process when additional water data is available to inform future drought needs.
 - **Delta Levees:** Allocates \$40.6 million General Fund for ongoing delta projects that reduce the risk of levee failure and flooding, provide habitat benefits, and reduce the risk of saltwater intrusion contaminating water supplies.
 - **Central Valley Flood Protection:** Provides \$25 million General Fund to support projects that will reduce the risk of flooding for Central Valley communities while contributing to ecosystem restoration and agricultural sustainability.

Governance, Transparency, and Labor Relations

The Governor continues to focus on keeping Californians safe during the COVID-19 pandemic, improving government operations, paying down long-term pension benefit liabilities, and unfortunately, pausing investments in workforce development. Below are highlights proposed in the Governor's budget.

- **Pandemic Response:** Proposes \$176.6 million General Fund to continue the state's efforts to protect the public's health against COVID-19 and maintain related information technology systems, including the California COVID-19 Reporting System for laboratory data management and CalCONNECT for case and outbreak investigation.
- **COVID-19 Workforce Outreach Program:** Eliminates \$25 million in 2023-2024 for the program to partner with organizations to perform COVID-19 outreach and education to workers and employers in high-risk industries.
- **Unfunded Pension Liabilities:** Provides \$8.5 billion (\$4.7 billion General Fund) for the statutorily required annual state contribution to CalPERS for state pension costs based on the CalPERS actuarial valuation projected contribution rates as of June 30, 2021. This is \$255 million higher than the 2022 Budget Act due to payroll growth and the normal progression of amortization bases, including the 7.4% investment loss in 2021-22.
- **Non-Traditional Apprenticeships:** Removes \$40 million from the Department of Industrial Relations to expand nontraditional apprenticeships, reducing the total three-year investment to \$135 million. If there is sufficient General Fund in January 2024, this reduction will be restored.
- **Skilled Trade Careers:** Pauses funding in 2023-24 and 2024-25 for the Department of Industrial Relations to promote and support women and nonbinary individuals in skilled trade careers. Resumes funding of \$15 million General Fund ongoing in 2025-26. If there is sufficient General Fund in January 2024, this pause will be removed.
- **Targeted Emergency Medical Technicians:** Removes \$20 million (\$10 million in each 2023-24 and 2024-25) at the Employment Development Department to provide targeted emergency medical technician training, reducing the total three-year investment to \$40 million. If there is sufficient General Fund in January 2024, this reduction will be restored.
- **Career Pathways:** Removes \$20 million (\$10 million in each 2023-24 and 2024-25) to the California Workforce Development Board to invest in career pathway programs at community colleges, reducing the total three-year investment to \$40 million. If there is sufficient General Fund in January 2024, this reduction will be restored.
- **Unemployment Insurance:** Removes the \$750 million one-time General Fund payment planned for 2023-24 to pay down a portion of the state's approximately \$18 billion Unemployment Insurance Trust Fund debt. Provides \$279 million one-time General Fund to pay the annual interest payment on the state's Unemployment Insurance loan balance.
- **Wage Claims:** Proposes \$11.7 million and 42 positions in 2023-24 and \$6.5 million special funds ongoing for the Department of Industrial Relations to address wage claim processing times.
- **Case Management:** Proposes \$21.1 million special funds in 2023-24 for the Department of Industrial Relations to support the replacement of the Division of Workers' Compensation's electronic case management and document storage system.

- **Office of Data and Innovation:** Invests \$17.3 million ongoing General Fund and 65 positions from the Government Operations Agency to improve the efficiency and effectiveness of services delivered to Californians by providing process improvement and data solutions that are easy to use.

Public Safety

Cities have seen a significant increase in opioid and fentanyl-related deaths and the Governor's proposed budget includes resources to meaningfully address this issue. The Governor also acknowledged increasing concerns about illegal cannabis operators and proposed additional resources for enforcement efforts. However, cities continue to be impacted by planned prison closures and the budget outlines additional facilities for closure through 2025.

Below is a breakdown of major allocations, reductions, and policies announced in the Governor's January budget.

- **Fentanyl Response:** Proposes \$79 million for the Naloxone Distribution Project to increase distribution to first responders, law enforcement, community-based organizations, and county agencies.
- **Fentanyl Grants:** Proposes \$10 million for grants to increase local efforts in education, testing, recovery, and support services to implement Chapter 783, Statutes of 2022 (AB 2365).
- **Fentanyl Test Strips:** Proposes \$4 million to support innovative approaches to make fentanyl test strips and naloxone more widely available.
- **Fentanyl Impacts on Youth:** \$3.5 million ongoing to provide all middle and high school sites with at least two doses of naloxone hydrochloride or another medication to reverse an opioid overdose on campus.
- **Planned Prison Closures:** California Department of Corrections and Rehabilitation facility closures throughout the state will result in \$150 million in ongoing General Fund savings. This will impact employment opportunities within impacted cities. These facilities include:
 - Chuckawalla Valley State Prison in Blythe — March 2025
 - California City Correctional Facility — March 2024
 - Deactivation of specified facilities within six prisons by the end of 2023
 - California Rehabilitation Center — Norco
 - California Institution for Men — Chino
 - California Correctional Institution — Tehachapi
 - Pelican Bay State Prison — Crescent City
 - California Men's Colony — San Luis Obispo
 - Folsom Women's Facility — Folsom
- **Cannabis Tax:** In exchange for the elimination of the cannabis cultivation tax, the Governor committed to maintaining a baseline of approximately \$670 million to fund Proposition 64 programs. To meet this requirement, the Budget includes \$95.4 million General Fund in 2023-24 to backfill the estimated decline in revenues to fund the prescribed programs:
 - **Youth:** Education, prevention, and treatment of youth substance use disorders and school retention — 60% (\$401.8 million)
 - **Environmental Impacts:** Cleanup, remediation, and enforcement of environmental impacts created by illegal cannabis cultivation — 20% (\$133.9 million)
 - **Miscellaneous:** Public safety-related activities — 20% (\$133.9 million)
- **Cannabis Local Assistance Grants:** \$83.9 million allocated to the Board of State and Community Corrections to award grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with cannabis regulation.
- **Water Quality Impacts from Cannabis:** \$6.4 million and \$5.7 million in other special funds to continue the State Water Resources Control Board's statutorily mandated efforts to address water quality and instream flow-related impacts from cannabis cultivation through enforcement against illegal cultivation.
- **Cannabis Enforcement:** \$8 million to continue the Department of Fish and Wildlife's Cannabis Regulatory and Enforcement Program. \$1.9 million to establish a permanent Department of Cannabis Control Enforcement District Office in Fresno to further the enforcement activities of the department in the Central Valley. \$10 million to the California Department of Tax and Fee Administration to support its cannabis tax enforcement program.

If you have any questions, please feel free to reach out to me.

Have a good evening,

Analysis

The Taxpayer Protection and Government Accountability Act Initiative No. 21-0042A1

TO:

FROM:

STAFF CONTACT:

SUBJECT: Initiative No. 21-0042A1, The Taxpayer Protection and Government
Accountability Act

RECOMMENDED COUNCIL ACTION

Staff recommends Council adopt a Resolution opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.

I. SUMMARY

The Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts.

The measure would have significant negative impacts on the City of Blue Lake's operations and core service delivery.

The proposed constitutional initiative is sponsored by the California Business Roundtable.

Full text of Ballot Initiative

II. MAJOR PROVISIONS

Fees and Charges¹:

- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The

¹ Initiative No. 21-0042A1 (pgs.4-6; Section 1 (a)-(j))

burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.

- Requires fees and charges paid for the use of local and state government property and the amount paid to purchase or rent government property to be "reasonable." These fees and charges are currently allowed to be market-based. Whether the amount is "reasonable" (introducing a new legal standard aiming to force below market fee and charge amounts) must be proved by "clear and convincing evidence."² The standard may significantly reduce the amount large companies (e.g., oil, utilities, gas, railroads, garbage/refuse, cable, and other corporations) will pay for the use of local public property.
- Prohibits fees on new development based on vehicle miles traveled.

Taxes³:

- Taxes and fees adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted⁴.
- Invalidates *Upland* decision that allows a majority of local voters to pass special taxes. The measure specifies that taxes proposed by the initiative are subject to the same rules as taxes placed on the ballot by a city council.
- Expressly prohibits local advisory measures which allow local voters to express a preference for how local general tax dollars should be spent.⁵
- Requires voter approval to expand existing taxes (e.g., Utility, Transient Occupancy) to new territory (e.g., annexations) or to expand the tax base (e.g., new utility service)
- New taxes can only be imposed for a specific time period.
- City charters may not be amended to include a tax or fee.
- All state taxes require majority voter approval.

² Initiative No. 21-0042A1 (pg.5; (3))

³ Initiative No. 21-0042A1 (pgs.4-6; Section 1 (a)-(j))

⁴ Initiative No. 21-0042A1 (pg.7; Section 6 (Sec. 2)(g))

⁵ Initiative No. 21-0042A1 (pg.6 (3))

Fines and Penalties⁶:

- May require voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

III. DISCUSSION/ADDITIONAL BACKGROUND

On Jan. 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or AG# 21-0042A1. On Feb. 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

Fees and Taxes

Local governments levy a variety of fees and other charges to provide core public services.

Major examples of affected fees and charges are:

- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
- Commercial franchise fees.
- Emergency response fees, such as in connection with DUI.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, and public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

⁶ Initiative No. 21-0042A1 (pg. 5 (4))

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council-adopted increases to simply accommodate inflation, Cal Cities estimates the amount of local government fee and charge revenue at risk is approximately \$2 billion per year including those adopted since Jan. 1, 2022. Over ten years, \$20 billion of local government fee and charge revenues will be at heightened legal peril.

Hundreds of local tax measures were approved in 2022⁷ that likely do not comply with the provisions of the initiative. Nearly \$2 billion of annual revenues from these voter-approved measures will cease a year after the effective date of the measure, reducing the local public services funded by these measures, unless the tax is re-submitted for voter approval.

Reductions on local government tax revenues have impacts on core services and infrastructure including fire and emergency response, law enforcement, streets and roads, drinking water, sewer sanitation, parks, libraries, public schools, affordable housing, homelessness prevention, and mental health services.

Fines and Penalties

Under existing law, cities are required to provide due process before imposing a penalty or fine for violation of its municipal code:

1. A local agency must adopt administrative procedures that govern imposing fines and penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].
2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [*Merco Construction Engineers v. Los Angeles Unified School District* (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV].

The initiative converts administratively-imposed fines and penalties into taxes unless a new, undefined, and ambiguous "adjudicatory due process" is

⁷ <http://www.californiacityfinance.com/Votes2211final.pdf>

followed. This provision may put at risk authority to impose fines and penalties for violations of state and local law.

IV. FISCAL IMPACT

The Taxpayer Protection and Government Accountability Act will take billions of dollars away from local government services statewide.

Draft Letter

February 28, 2023

Bismarck Obando
Director of Public Affairs, League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter Opposing Initiative 21-0042A1

On February 28, 2023, the City of Blue Lake voted to oppose Initiative 21-0042A1, a deceptive, developer-sponsored proposition aimed for the November 2024 statewide ballot that would significantly jeopardize cities' ability to provide essential services and infrastructure for our residents.

The measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent.

This measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including impacts on local infrastructure and our environment.

This measure also may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Unless defeated, the measure puts billions of dollars currently dedicated to local services at risk, and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

The measure benefits wealthy corporations and real estate developers while decimating our local communities and neighborhoods.

You may list the City of Blue Lake in formal opposition to Initiative #21-0042A1 and include our city as part of the growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state opposed to this deceptive proposition.

Sincerely,

Adelene Jones
Mayor
CITY of Blue Lake

DRAFT
RESOLUTION NO. 1215
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE OPPOSING
STATE INITIATIVE 21-0042A1

WHEREAS, an association representing California’s wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

THEREFORE, BE IT RESOLVED that the City of Blue Lake opposes Initiative 21-0042A1; and

BE IT FURTHER RESOLVED, that the City of Blue Lake will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state

PASSED AND ADOPTED by the City Council of the City of Blue Lake, State of California this 28th day of June, 2022, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Dated: _____, 2022

ATTEST:

APPROVED:

City Clerk, City of Blue Lake

Mayor, City of Blue Lake



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road,
Phone 707.668.5655

Blue Lake, CA 95525
Fax 707.668.5916

AGENDA REPORT

Item #: 12
Date: February 28, 2023
Item Subject: Dog Ordinance Review and Discussion
Submitted By: Mandy Mager, City Manager

General Information:

At the January meeting, the Council discussed Chapter 6.08 of the City's Municipal Code, regarding dog issues in the community. At the meeting, the Council directed staff to contact the City Attorney to discuss options for enforcement of loose dogs/roaming dogs, specifically the ability of the City to issue citations.

The item is before the Council to continue the discussion; staff will provide an update on the options available to the City regarding citations and enforcement options.

Background Material Provided: N/A

Fiscal Impact: N/A

Recommended Action: As the discussion directs.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:



CITY OF BLUE LAKE

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AGENDA REPORT

Item #: 13
Date: February 28, 2023
Item Subject: Website Review and Discussion
Submitted By: Mandy Mager, City Manager

General Information:

Councilmember Scafani contacted staff to request that a discussion item regarding the City's website be added to the agenda. Councilmember Scafani's request includes a discussion of the following items:

- Website hosting
- Maintenance, design and updating of the website
- Who maintains and updates the website
- How much does it cost
- How many hours per month are we contracted for
- Is there an opportunity to contract for more hours to improve the design of the website

Background Material Provided: N/A

Fiscal Impact: N/A

Recommended Action: As the discussion directs.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:



CITY OF BLUE LAKE

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Blue Lake, CA 95525
Fax 707.668.5916

AGENDA REPORT

Item #: 14
Date: February 28, 2023
Item Subject: Agenda Setting Protocol Discussion
Submitted By: Mandy Mager, City Manager

General Information:

Councilmember Scafani contacted staff to request that a discussion item regarding the City's process for setting the Council agenda be added to the February agenda for discussion.

Background Material Provided: City of Blue Lake Municipal Code Section 2.04.020-Agenda Preparation and Posting.

Fiscal Impact: N/A

Recommended Action: As the discussion directs.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

Title 2 ADMINISTRATION AND PERSONNEL

Chapter 2.04 CITY **COUNCIL** MEETING TIMES AND PROCEDURES

2.04.020 Agenda Preparation and Posting.

- A. The City Clerk, in cooperation with the City Manager and/or delegated Councilperson shall prepare an agenda for each regular and special meeting of the City **Council** of Blue Lake.
- B. The City Clerk shall post the agenda on the last business day ("Posting Day") preceding a regular City **Council** meeting that allows for full compliance with the posting requirements of Government Code Section 54954.2. (For a regular City **Council** meeting held on a Tuesday, the Posting Day will be the preceding Friday.)
- C. Any Councilperson can have an item placed on the agenda by contacting the City Clerk no later than noon on the business day preceding the Posting Day. The Councilmember shall make every reasonable effort to provide the City Clerk with 10 copies of supporting documents by noon on the Posting Day. Supporting documents and copies not submitted by that time may not be included in the City **Council** packet, depending on the work load of the City Clerk and staff.
- D. Any member of the public may request an item be placed on the agenda of a regularly scheduled meeting of the Blue Lake City **Council**. However, since many matters may be resolved or satisfied by City staff, the public should contact City staff first to determine if the specific issue needs or even requires action by the City **Council**.
1. The request must be in writing and submitted to the City Clerk with supporting documents and information, if any, by noon of the second business day preceding the Posting Day.
 2. Any matter of business that legally must be discussed by the City **Council** in closed session will not be accepted under this chapter.
- E. The agenda will include all matters on which there may be discussion and/or action by the **Council**. The agenda shall be posted conspicuously for public review at City Hall and if possible, at other suitable locations within the City at least 72 hours before the time of all regular meetings in accordance with Government Code Section 54954.2.

Contact:



CITY OF BLUE LAKE

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

AGENDA REPORT

Item #: 15
Date: February 28, 2023
Item Subject: Salary Scale Adjustment
Submitted By: Mandy Mager, City Manager

General Information:

The City Manager is proposing an adjustment to the Fiscal Year 2022/2023 Salary Schedule to more accurately reflect the pay range for the Administrative Assistant/City Clerk position. This position is a paraprofessional position and the pay range on the schedule is insufficient to facilitate a competitive wage.

The City Manager is requesting an adjustment to the schedule by removing the first four pay rates (\$16.55, \$17.05, \$17.56 and \$18.08) and making the starting pay \$18.63. This will allow the range to expand from \$18.63 to \$26.56.

During the budgeting process for Fiscal Year 2023/2024, the full schedule will be reviewed to determine consistency and competitiveness. With rising minimum wage rates, it is essential that the City's schedule be routinely evaluated and updated as finances allow.

Background Material Provided: Revised Pay Schedule

Fiscal Impact: N/A

Recommended Action: Approve the revised pay schedule as presented.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

City of Blue Lake

Salary Plan - 2022/2023 (effective date 06/27/2022) 7% COLA-Revised February 28, 2023

Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13
Public Works Superintendent (H)	23.70	24.41	25.14	25.90	26.68	27.48	28.30	29.15	30.02	30.92	31.85	32.81	33.79
Longevity Pay	24.16	24.88	25.63	26.40	27.19	28.00	28.84	29.71	30.60	31.52	32.46	33.44	34.44
Public Works Supervisor (H)	22.47	23.14	23.84	24.55	25.29	26.05	26.83	27.64	28.46	29.32	30.20	31.10	32.04
Longevity Pay	22.90	23.59	24.30	25.03	25.78	26.55	27.35	28.17	29.01	29.88	30.78	31.70	32.65
Public Works Operator (H)	16.87	17.38	17.90	18.44	18.99	19.56	20.15	20.75	21.38	22.02	22.68	23.36	24.06
Longevity Pay	17.20	17.71	18.25	18.79	19.36	19.94	20.54	21.15	21.79	22.44	23.11	23.81	24.52
Public Works Maint. Worker I & II (H)	15.61	16.08	16.56	17.06	17.57	18.10	18.64	19.20	19.77	20.37	20.98	21.61	22.26
Longevity Pay	15.91	16.39	16.88	17.39	17.91	18.44	19.00	19.57	20.15	20.76	21.38	22.02	22.68
Park & Rec Director / Recycling (H)	22.64	23.32	24.02	24.74	25.48	26.25	27.03	27.85	28.68	29.54	30.43	31.34	32.28
Longevity Pay	23.08	23.77	24.48	25.22	25.97	26.75	27.55	28.38	29.23	30.11	31.01	31.94	32.90
Rec Coordinator (H)	15.55	16.02	16.50	16.99	17.50	18.03	18.57	19.12	19.70	20.29	20.90	21.52	22.17
Longevity Pay	15.85	16.32	16.81	17.32	17.84	18.37	18.92	19.49	20.08	20.68	21.30	21.94	22.60
Office Assistant, Recreation Specialist I & II, Part Time and Temporary (H)	15.89	16.37	16.86	17.36	17.88	18.42	18.97	19.54	20.13	20.73	21.35	22.00	22.66
Longevity Pay	16.20	16.68	17.18	17.70	18.23	18.78	19.34	19.92	20.52	21.13	21.77	22.42	23.09
Accounting Specialist I & II (H)	17.08	17.59	18.12	18.66	19.22	19.80	20.39	21.00	21.63	22.28	22.95	23.64	24.35
Longevity Pay	17.41	17.93	18.47	19.02	19.59	20.18	20.78	21.41	22.05	22.71	23.39	24.09	24.82
Administrative Assistant/City Clerk (H)	16.55	17.05	17.56	18.08	18.63	19.19	19.76	20.35	20.97	21.59	22.24	22.91	23.60
Longevity Pay	16.87	17.37	17.90	18.43	18.99	19.55	20.14	20.75	21.37	22.01	22.67	23.35	24.05
Revised	18.63	19.19	19.76	20.36	20.97	21.60	22.25	22.91	23.60	24.31	25.04	25.79	26.56
Finance Manager (H), Economic Development Planner (H)	21.04	21.67	22.32	22.99	23.68	24.39	25.12	25.87	26.65	27.45	28.27	29.12	29.99
Longevity Pay	21.44	22.08	22.75	23.43	24.13	24.86	25.60	26.37	27.16	27.98	28.81	29.68	30.57

Public Works - Call Outs & Weekend Rounds
Weekend Rounds = \$150.00
Weekly On-Call = \$120.00
Holiday Rounds = \$120.00 / Holiday On Call = 8 hrs CTE
Call Outs = \$120.00 per each Call Out

City Manager (Contract) = 80,000. per year
Building Official (Contract) = 75.00 per hour

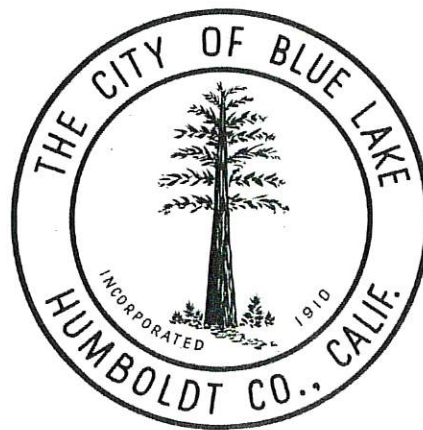
City of Blue Lake

Council Meeting

February 28, 2023

Consent Agenda

- a. Meeting Minutes-January 24, 2022
- b. Warrants and Disbursements



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CITY OF BLUE LAKE

CALIFORNIA

111 Greenwood Road

P.O. Box 458

Blue Lake, CA 95525

Blue Lake City Council Minutes

Tuesday, January 24th, 2023 ~ 6:30 p.m. ~ Regular Council Meeting
Skinner Store Building-111 Greenwood Road, Blue Lake-Behind City Hall
Join Zoom Meeting
<https://us02web.zoom.us/j/81259794674?pwd=SWWhSdStKZ1Iza1p5UjFFZVgzeGIBZz09>

Unless Otherwise Noted, All Items on the Agenda are Subject to Action.

Meeting Called to Order at 6:30PM

1. Pledge of Allegiance and Establish a Quorum of the Council

Council Members Present:

Adelene Jones, Mayor
Angela Shull, Mayor Pro-Tem
Elise Scafani
Elizabeth Mackay

Staff Present:

Amanda Mager, City Manager/City Clerk
Emily Wood, Economic Development Planner/Program Administrator

Public Present:

Matt Watts
Chris Edgar
Beckie Thorton
Angela Dare
Kent Schwatsky
Winona Pitts
Mardi Grainger
Kitt Mann
Lin Glen
Phil Nava
Dan Whitcomb
Andy Jones

2. Approve Agenda

Motion: To Approve the Agenda as presented

Motion by: Councilmember Mackay **Second:** Councilmember Shull

Comments:

Kit Mann: Would like to move CERT up on the agenda, but understands if it isn't moved.

Vote: Ayes: Jones, Shull, Scafani, Mackay **Nays:** None **Absent:** None

Motion Summary: Motion Passed

3. Public Comment – *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.*

Kent Sawatzky: Attended Humboldt County Supervisors Meeting – The County wants to remove some “firewalls” and appoint the position of tax collector and auditor controller; I don't agree with this because the public is the checks and balance; the public is curious as to what positions are appointed in the City.

Public Comment Closed.

4. City Council Appointment:

Mayor Jones reads the staff report; recommends that the applicants for the vacant Council seat introduce themselves.

Chris Edgar: (Applicant) Long time resident of Blue Lake; has three young children that attend Blue Lake Elementary School; works for Caltrans; family has been in the area for over 100 years; want to keep the community moving forward.

Mayor Jones: In your application you say that you want to make the Council more hospitable; what do you mean?

Chris Edgar: I've heard some people think that the Council could be more open to the public.

Councilmember Mackay: Notes that Chris Edgar ran for Council and received many votes.

Councilmember Shull: There are many committees that we all sit on; I just want to make sure that you know that there are other committees that take additional time.

Chris Edgar: I understand that.

Councilmember Scafani: I had no idea that we would become board members on other boards; it's a much bigger commitment than I realized.

Mayor Jones introduces Matt Watts (applicant) and asks him to introduce himself

Matt Watts: I kind of withdrew my application; this is my first City Council meeting; I don't really want to be on the Council, I don't think of it as fun, but I would like to get more involved and see how it works.

Mayor Jones thanks Matt Watts for his application.

Motion: To Appoint Christopher Edgar to the vacant Council seat

Motion by: Councilmember Mackay, **Second:** Councilmember Scafani

There were no comments from the Council

Public Comment:

Kent Schwatsky: Wants to thank Matt Watts and Christopher Edgar for attending the Council meeting and acknowledges Council is a difficult and important job. Thanks all Council members for their time and service.

Vote: Ayes: Jones, Shull, Scafani, Mackay **Nays:** None **Absent:** None

Motion Summary: Motion Passed

The City Clerk, Amanda Mager, issues the Oath of Office to Christopher Edgar
Councilmember Edgar joins the Council

5. City Commission Appointments: Council to Review Applications for Various Blue Lake Commissions and Consider Appointment

- Matt Watts-Arts & Heritage Commission.
- Mardi Grainger-Parks & Recreation Commission.
- Phillip Nava-Public Safety Commission.

Councilmember Mackay: Matt Watts, do you really want to be on the commission?

Matt Watts: Yes, I do.

Councilmember Edgar: Matt, I read in your application that you're interested in antique fairs; I really like this idea.

Councilmember Scafani: Thank you to the applicants for being here and stepping up.

Motion: To Appoint Matt Watts as a commissioner to the Arts & Heritage Commission, Mardi Grainger to the Parks & Recreation Commission, and Phil Nava to the Public Safety Commission.

Motion by: Councilmember Scafani, **Second:** Councilmember Mackay

There were no comments from the Council or public.

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

6. Blue Lake Community Emergency Response Team (CERT) Annual Update – Presentation

Kit Mann, lead of CERT, provides an overview of CERT. The purpose is to support first responders and the community in the event of a disaster. CERT is a volunteer organization; all members receive thorough training and attend monthly meetings/trainings. Skillsets includes rapid hazard & damage assessment, traffic control, collaborating with Blue Lake Volunteer Fire Department, food service, light extrication, establish charging stations and provide generator support & light search and rescue and medical triage during disaster. CERT is activated by the Fire Department or the City of Blue Lake and was started in 2012. There are 11 active members and several inactive (trained) members. Members can live in or around Blue Lake city limits (Korbel, Glendale).

The Blue Lake CERT is a member of the Humboldt CERT Coalition. Members that complete their training receive an Emergency Response backpack with supplies and become trained disaster service workers.

Main activities in 2022 included monthly meetings and trainings, field practice and radio response training.

If individuals are interested in joining, visit humboldtcert.com to get signed up or email Kitt Mann at rzkm@suddenlink.net.

Mayor Jones: Are all CERT members trained in CPR?

Kit Mann: CERT members will be re-upping their CPR certifications in the coming months at Humboldt Bay Fire.

Matt Watts: I was overwhelmed by the amount of training; can you explain what's involved?

Kit Mann: Explains the CERT training; a lot of the training can be done at home; there is minimum training required, but don't be afraid to participate and check out opportunities.

Matt Watts: Could there be a version of this for law enforcement; like a community patrol?

Councilmember Edgar: Explains that the County has a Sheriff Citizen on Patrol program.

Mayor Jones: Can people participate if they live outside of the City?

Kit Mann: The fire district is larger than the City limits, so CERT can have members that are within a reasonable distance of Blue Lake.

Dennis Whitcom: We also work with the Rancheria's Tribal Emergency Response Team to train and help out when they need assistance.

Councilmember Shull: Is there an age limitation; this would be a great opportunity for youth to gain experience and think about career opportunities.

Lin Glenn: The CERT is supported by the City of Blue Lake; without the City's support and the support of the Fire Department, CERT would not exist.

Council thanks Kit Mann and Lin Glen for presenting.

7. Resolution Number 1213: A Resolution of the City Council of The City of Blue Lake Adopting a Five-Year Water Rate Schedule and Finding the Action Exempt from CEQA-Mayor Jones introduces the item.

Councilmember Scafani: Why is CEQA involved?

City Manager Mager: CEQA review is required as part of any project undertaking/action; the City can make the findings that the project/action is exempt from CEQA based upon the specifics of the action.

Motion: To Adopt Resolution 1213 by title only, a Five Year Water Rate Schedule and Finding the Action Exempt from CEQA requirements.

Motion by: Councilmember Mackay, **Second:** Councilmember Shull

There were no comments from the Council

Public Comment: No Comment

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

8. Resolution Number 1214: A Resolution of the City Council of the City of Blue Lake Adopting a Five-Year Wastewater (Sewer) Rate Schedule and Finding the Action Exempt from CEQA-Mayor Jones introduces the item.

Councilmember Scafani: Are these numbers taken from the most recent report to Council?

Mager: Yes, these numbers have been provided by the City Attorney and provided to the Council at the previous meeting.

Motion: To Adopt Resolution 1214 by title only, a Five Year Water Rate (Sewer) Rate Schedule and Finding the Action Exempt from CEQA requirements.

Motion by: Councilmember Shull, **Second:** Councilmember McKay

There were no comments from the Council

Public Comment:

Andy Jones: The City was sued in the past for unpaid construction costs; is the City still paying for that?

Mayor Jones: That lawsuit was paid off by the City years ago.

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

9. Nuisance Dog Ordinance Review/Discussion-Mayor Jones reads the staff report and introduces the item

Councilmember Mackay: What is the procedure that should be followed in the instance of a dog attack?

City Manager Mager: The City does not have the staffing, training, or authority to deal with the attack directly. Reports should be made to Humboldt County Animal Control; the City of Blue Lake will be contacted to authorize the response. It is rare that the City does not authorize Animal Control to respond as the City doesn't have the capacity to respond to animal attacks. Animals may be removed from the City and taken to the shelter in the event that the animal control officer deems it necessary to do so. The City pays for animal control to respond to individual calls for service; the City pays for the option to send animals to the animal shelter in the event that it's necessary. The City contracts for animal control services as part of our contract with the Humboldt County Sheriff for law enforcement.

Dog owners in the City of Blue Lake are required to have their dogs licensed and on file with City Hall; the licensing fees help to offset the costs associated with animal control.

Councilmember Scafani: I'm concerned about the lack of record for nuisance dogs that have a history of past aggression. The response time could have been faster by the City and animal control.

City Manager Mager: Animal Control has limited deputies; they respond to calls as they are available to do so and based upon the extent of the emergency. Animal control serves the entire County of Humboldt with a very small staff.

Mayor Jones: In the event a dog roams around Blue Lake; does City Hall check ownership and hold the dog if possible?

City Manager Mager: City Hall can use our dog license database to check ownership information; we can search for dogs based upon a limited description. If the owner information is found, City Hall routinely contacts the owner. There are quite a few dogs in Blue Lake that routinely get out of their yards; although they may be reported to City Hall as being loose, they are not reported through the complaint process as a problem. Usually people are just trying to find the dogs home and are not concerned that they are a danger. The only complaints the City has regarding dogs is in reference to a nuisance barking issue.

Councilmember Scafani: Are loose dogs put on record at City Hall?

City Manager Mager: Generally no, the City does have a section in our licensing binder for dogs that have been reported as being loose; we usually take a picture of the dog and record ownership information in the event that they get out in the future. Loose dogs are not usually reported as a nuisance, they are usually reported in order to find their owner.

Councilmember Scafani: What is done if you receive (Mager) receives a phone call of a dog attack?

City Manager Mager: Animal Control is initially contacted by those involved in the incident or the Sheriff. Animal Control will contact the City Manager to authorize Animal Control to send an officer response and make a report.

City Manager Mager: The ordinance identifies how a dog is declared a nuisance or hazard; the process is clearly identified in the ordinance and it's a process that several steps; dogs are not usually deemed a nuisance based upon one incident or complaint.

Councilmember Shull: If Animal Control cannot find a dog, can Animal Control be contacted again by members of the community?

City Manager Mager: Yes, members of the community may make a report of a sighting to law enforcement.

Councilmember Edgar: Encourages community members to report sightings of nuisance dogs to law enforcement.

Councilmember Scafani: Who can participate in declaring a dog as a public nuisance?

City Manager Mager: Citizens have the right to submit a legitimate written complaint regarding anything in the City; the City has a complaint form and a process for submission.

Kent Sawatzky: I find the issue disturbing; the City should have a designated dog catcher. All unleashed, unvaccinated or unlicensed dog should be reported and a dog catcher program should be implemented. Expects the City to enforce the above principles to ensure the public health and safety of the community and the dogs roaming around Blue Lake. What's the liability to the City if a child is attacked?

Matt Watts: In my hometown, we had a pooch parade; it gave dogs and owners a chance to meet each other.

Angela Dare: I'm concerned about the dog attack that took place with Ms. Pitts and Mr. Alvarez. I have three dogs and I don't feel safe walking in the community. I was the only person that made a formal complaint about the dog.

Winona Pitts: Does the City or Animal Control make the report on the incident?

City Manager Mager: Animal Control makes the report; they're the entity that investigates the report.

Winona Pitts: I will need documentation from the City to support my civil suit; animal control told me that they were waiting on the City to authorize them to respond. Who determines what is a nuisance?

Mardi Grainger: Can there be a reminder or campaign to ensure pet owners are picking up their pet waste.

Councilmember Scafani: I don't know all of the facts; there needs to be an established threshold of when animal control is called; Nona said her dog has been roaming for 11 years; some people are afraid of dogs and dogs can cause accidents; we need to deal with the situation. It shouldn't be okay for unlicensed and unvaccinated dogs to run loose in the City; a ticketing system could be implemented.

Councilmember Edgar: It's not safe for other dogs as well; even friendly dogs. What are we doing; are we looking at changing the ordinance or dealing with the dog attack?

Councilmember Scafani: Can community members call to make a complaint?

City Manager Mager: Staff can assist with filing a report via phone.

Mayor Jones: Can a separate form be considered for dog Issues?

Councilmember Scafani: A public campaign about leash laws and a citation program could be implemented to make people more aware.

Councilmember Mackay: I like the idea of having a pooch parade; an event to license dogs, vaccinate dogs, get leashes, etc.

Councilmember Scafani: In addition to the campaign, the City should pursue a citation program for unleashed dogs.

Councilmember Edgar: Can we table this issue to a future date?

Mayor Jones: I like the idea of a campaign to remind people about the City ordinances, roaming dogs, licensing and vaccinations requirements.

Councilmember Scafani: We should cite people for roaming dogs.

Councilmember Edgar: We could issue a non-confrontational citation; the City used to do this in the past.

Mayor Jones: We can direct staff to ask the City Attorney about the citation issue and bring it back to the next Council meeting for discussion.

10. City Clerk Position/Duties –Mayor Jones introduces the item and reads the staff report.

City Manager Mager: Councilmember Scafani and Mackay asked to have this item placed on the agenda; provides an overview of the job description for the administrative assistant position that includes City Clerk duties.

Councilmember Edgar: What is needed to become a City Clerk?

City Manager Mager: The skills necessary to fulfill the duties of the administrative assistant position cross over with the skills necessary to fulfill the duties of the City Clerk. There are special trainings on issues such as the Brown Act, Rosenburg's Rules of Order, etc...that are available. Much of what the City Clerk does is consistent with administrative skill sets, such as filing, taking minutes, drafting reports, organizing information, posting agendas, contacting commissioners and Council and managing City elections.

Councilmember Mackay: Can the Administrative Assistant be trained on clerical duties?

City Manager Mager: There are plenty of training opportunities available; the City Attorney can provide training and there are local and web based trainings as well. The City, in the past, has sent the clerk to trainings outside of the area as needed.

Mayor Jones: It is a very hard position to fill; the City has a hard time competing with other cities.

City Manager Mager: A qualified administrative assistant is a valuable employee, they have specialized skills and are required to take on a lot of duties, including customer payments, till balance outs, account receivables and payables, customer interactions, scheduling, filing, council and commission packet preparation, etc. The City has advertised this position on a variety of media platforms and the City feels confident they have received multiple qualified applicants for the position. The preferred applicant would live in close proximity to Blue Lake.

Councilmember Scafani: Is there a possibility to raise wages and make the position part time?

City Manager Mager: The job description fits the needs of our Front Office. Offering a higher wage is necessary, but the position is one of only two positions in the front office that is full time. There are not enough duties for a full time City Clerk and that's why they have always been combined with the duties assigned to the administrative assistant position.

Councilmember Mackay: I would like to see the City Manager using her time in a larger capacity and see "Clerk" in the job title and duties for the administrative assistant position.

City Manager Mager: We need a staff member with the capacity to become a City Clerk; I am more than happy to pass on the title to the new administrative assistant/city clerk and can change the job title. The duties of the City Clerk are already a part of the job description and the description is very clear in the expectations. The City cannot afford a full time City Clerk; the City Attorney provides additional oversight and prepares the ordinances and other legal documents.

Public Input:

Kent Sawatzky: A title is very important to an employee. Sounds like there are two distinct jobs – a part time City Clerk and full time Administrative Assistant. Would like to know how much the City pays lawyers for jobs a City Clerk could do? Would like to know the pay range for the position.

Mayor Jones: A City Clerk cannot do what the City's lawyers can do.

City Manager Mager: The Clerk can draft memorandums, assist with packet compilation, draft agenda reports, post agendas, maintain documents, take minutes, etc. The City has a great legal team and the clerk fullfills more of the clerical functions of the position.

Council Recommendation: Add "City Clerk" to the Administrative Assistant job description and consider the addition of a part time, unbenefitted position to serve as the City Clerk in the future.

11. Consent Agenda:

- a. Blue Lake Fieldbrook Little League Annual Contract Approval
- b. Warrants and Disbursements
- c. Meeting Minutes:
 1. December 13, 2022-Special Council Meeting
 2. December 27, 2022-Regular Council Meeting

Motion: To approve the consent agenda with the exception of item 11 C #2

Motion by: Mayor Jones, **Second:** Councilmember Edgar

There were no comments from the Council

Public Comment:

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

Motion: To Approve December 27, 2022 Minutes with the following corrections:

Correcting Elizabeth Mackay's last name on page 8 – Correcting the word "Moderate" on page 7 "Generator" page 4 and clarify Powers Creek District Development being open space in regards to the rest of Blue Lake, being densely populated.

Motion: Councilmember Mackay **Second:** Councilmember Scafani

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

12. Council Assignments and Designation of Mayor and Mayor Pro-Tem – Mayor Jones introduces the item

Mackay: I would like to nominate Angela Shull to the Mayor’s position and Adelene Jones to the Mayor Pro-Tem position.

Councilmember Shull: Thanks Councilmember Mackay for the nomination; feels that there’s a lot to learn about the position and would prefer to remain in the Mayor Pro-Tem position.

Councilmember Scafani: I thought the Mayor position was a rotating position; what is the intent of that?

Mayor Jones: The City does not rotate like the City of Arcata does; instead the Council appoints a new Mayor and Mayor Pro-Tem every two years based upon the election.

Councilmember Scafani: Although we all have one vote; the Mayor does represent the face and sets the tone; I would be interested in doing it but would like to learn more; could we re-visit this in a year? I would like this to be a one year situation.

Mayor Jones: We would need the City Attorney to look at this issue.

Public Comment:

Kent Sawatzky: I attend a lot of meetings; I don’t support an exact rotation but I strongly support that you ask staff to research the issue and bring it back; it’s good to have variety; the County rotates the Chair position. It’s the same as other committees; schedules may change; it’s good to have variety.

Motion: To Appoint Adelene Jones as Mayor and Angela Shull as Mayor Pro Tem

Motion by: Councilmember Mackay, **Second:** Councilmember Edgar

There were no comments from the Council

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

13. Council Committee Assignments: Mayor Jones introduces the item

Council finalizes their Council Assignments for various boards, committees and commissions.

Motion: To Accept the Council Assignments as Presented

Motion by: Councilmember Shull, **Second:** Councilmember Mackay

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

14. Council Correspondence

Wiyot Tribe Resolution:

The City received a resolution from the Wiyot Tribe stating their jurisdictional authorities over traditional Wiyot Land. City Manager Mager explained the various ways that the City interfaces and

partners with the Wiyot Tribe on projects in Blue Lake. Blue Lake is traditional Wiyot land and the City is working with the Wiyot Tribe through the Arts and Heritage Commission and on various restoration and development projects.

15. Reports of Council and Staff:

Councilmember Scafani: Attended the RCEA Meeting – Wind Farms are being placed in Fairhaven. Attended the Parks and Recreation Commission meeting; there was no quorum but staff was able to provide an update on projects. I was impressed with the amount of activity taking place in the parks department.

Councilmember Mackay: I attended the Economic Development Commission meeting; the Mad Scramble bike race will take place on February 17th. I took a tour of the proposed Moorehouse/Brown project; they walked me through the proposal and the site. The roller rink has been doing really well; there's a monthly BINGO fundraiser coming up and a chamber mixer. There's talk of reaching out to the roller derby to see about practicing in Blue Lake and staff is working with Dell'Arte on a food truck corner. I also attended the Arts & Heritage Commission Meeting; there was a presentation from DANCO and discussion about ways the commission can participate in the design of the project; we created an ad-hoc committee to look at other developments and ideas. We discussed the Town Square design possibilities and the idea of designating the Powers Creek district as an art district. They will be inviting the Ink People to the next meeting to talk about the Dream Maker Program.

Mayor Jones: The HCAOG meeting was cancelled. HWMA met via Zoom; we had an update on SB 1383. I attended the RREDC meeting; they gave an overview of their loans and the impact to the local economy.

Councilmember Shull: I attended the Blue Lake Chamber of Commerce meeting; they added two new members to the board. They are looking to become more visible on social media and one of their new board members will be helping with that. The Chamber Mixer was well attended in November; there were over 65 people in attendance and Darcey's food was a big hit.

Councilmember Edgar: Nothing to report.

City Manager Report: A written report was provided as part of the agenda packet.

16. Future Agenda Items:

- Water at Dog Park
- Dog Ordinance Discussion
- Council Training with Attorney

17. Adjournment

Motion: To adjourn at 9:45PM

Motion by: Councilmember Shull **Second:** Councilmember Edgar

There were no comments from the Council or public.

Vote: Ayes: Jones, Shull, Scafani, Mackay, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

Meeting Adjourned at 9:45 PM

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 1/1/2023 Through 1/31/2023

Check Number	Check Date	Payee	Check Description	Check Amount
2310	1/4/2023	Nolan Colegrove	Deposit Refund #20352001 Colegrove	120.32
2311	1/4/2023	City of Blue Lake	Utilities paid from Deposits 1/1/23 Billing	231.68
10444	1/6/2023	Access Humboldt	12/30/22 Inv# 1923	112.50
10445	1/6/2023	Marc A. Davis	To replace PR ck# 10133 dated 9/9/22-Davis	623.52
10446	1/6/2023	Christopher F. Curran	Dec 2022 council stipend-Curran	50.00
10447	1/6/2023	Coastal Business Systems Inc.	1/31/23 Inv# 33157956	271.96
10448	1/6/2023	Pro Pacific Auto Repair Inc.	W/S overpayment reimb. Acct# 40513001	108.08
10449	1/6/2023	CA State Disbursement Unit	12/30/22 PR deduction-Coke	92.30
10450	1/6/2023	The Mitchell Law Firm, LLP	12/31/22 Inv# 51489 & 51490	499.50
10451	1/6/2023	CA State Disbursement Unit	12/30/22 PR deduction-Downard	101.53
10452	1/6/2023	D & R Janitorial Service	1/2/23 statement	295.00
10453	1/6/2023	Thomas Home Center	12/31/22 statement	72.59
10454	1/6/2023	Thrifty Supply Company	12/31/22 statement	147.87
10455	1/6/2023	Tony Gosselin & Sons Tire	12/31/22 statement	928.92
10456	1/6/2023	Alice Finen	Dec 2022 council stipend- Finen	50.00
10458	1/6/2023	Humb. Bay Municipal Water Dist	Billing period: Dec 1-30, 2022	16,963.49
10459	1/6/2023	Elaine B. Hogan	Dec 2022 council stipend-Hogan	50.00
10460	1/6/2023	Vicki L. Hutton	Mileage reimb. 12/19/22-12/30/22- Hutton	32.76
10461	1/6/2023	Intedata Systems	12/31/22 statement	75.00
10462	1/6/2023	Adelene Jones	Dec 2022 council stipend- Jones	50.00
10463	1/6/2023	Mendes Supply Company	1/1/23 statement	329.62
10464	1/6/2023	National Rural Water Assoc.	SCADA loan pmt due 2/1/23	965.00
10465	1/6/2023	Optimum	Billing period: 1/1/23-1/31/23	431.56
10466	1/6/2023	Arcata Stationers	1/2/23 statement	419.56
10467	1/6/2023	RREDC	Town square loan pmt due 2/1/23	1,236.87
10468	1/6/2023	Redwood Petroleum	1/3/23 Inv# 127	697.22
10469	1/6/2023	Shred Aware	11/30/22 Inv# 47070	48.00
10470	1/6/2023	SHN Consulting	12/13/22 Inv# 115468 Planning	2,727.50
10471	1/6/2023	Storyland Studios	9/30/22 Inv# 32691	962.50
10472	1/6/2023	U. S. Postal Service	W/S trust acct	1,200.00
10473	1/6/2023	Verizon Wireless	Nov 22-Dec 21 Statement	279.39
10474	1/6/2023	City of Blue Lake	W/S payments 1/1/23	1,726.84
10475	1/6/2023	Brian Coleman	Skate party refund 11/12/22-Coleman	120.00
10476	1/6/2023	Trevor L. Pumnea	1/5/23 supplies reimb. - Pumnea	17.74
10477	1/6/2023	Emily P. Wood	1/5/23 supplies reimb.-Wood	178.24
10478	1/13/2023	Harold D. Burriss	Employee: burrish; Pay Date: 1/13/2023	2,080.52
10479	1/13/2023	Grace E. Daverson	Employee: daversong; Pay Date: 1/13/2023	1,410.00
10480	1/13/2023	Michael D. Downard	Employee: downardm; Pay Date: 1/13/2023	721.60
10481	1/13/2023	Kierlyn V. Guynup	Employee: guynupk; Pay Date: 1/13/2023	1,046.05
10482	1/13/2023	Vicki L. Hutton	Employee: huttonv; Pay Date: 1/13/2023	1,585.69
10483	1/13/2023	Halla G. Kramer	Employee: kramerh; Pay Date: 1/13/2023	666.53
10484	1/13/2023	Francesca I. Messina	Employee: messinaf; Pay Date: 1/13/2023	198.35
230113A01	1/13/2023	Christopher A. Ball	Employee: ballc; Pay Date: 1/13/2023	377.83
230113A02	1/13/2023	Glenn R. Bernald	Employee: bernaldg; Pay Date: 1/13/2023	2,651.59
230113A03	1/13/2023	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 1/13/2023	514.64
230113A04	1/13/2023	Skyler A. Coke	Employee: cokes; Pay Date: 1/13/2023	841.70
230113A05	1/13/2023	Melissa M. Combs	Employee: combsm; Pay Date: 1/13/2023	462.46
230113A06	1/13/2023	Stella M. Drobnick-Sochovka	Employee: drobnicks; Pay Date: 1/13/2023	476.47
230113A07	1/13/2023	Lisa M. Honzik	Employee: honzikl; Pay Date: 1/13/2023	176.94
230113A08	1/13/2023	Kanoa K. Jones	Employee: jonesk; Pay Date: 1/13/2023	1,228.74
230113A09	1/13/2023	Amanda L. Mager	Employee: magera; Pay Date: 1/13/2023	1,842.84
230113A10	1/13/2023	Jacob P. Meng	Employee: mengj; Pay Date: 1/13/2023	994.58
230113A11	1/13/2023	Caurissa R. Moore	Employee: moorec; Pay Date: 1/13/2023	179.64
230113A12	1/13/2023	Ross A. Nash	Employee: nashr; Pay Date: 1/13/2023	700.18
230113A13	1/13/2023	Trevor L. Pumnea	Employee: pumneat; Pay Date: 1/13/2023	1,440.29
230113A14	1/13/2023	Quinn Sousa	Employee: sousaq; Pay Date: 1/13/2023	719.45

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 1/1/2023 Through 1/31/2023

Check Number	Check Date	Payee	Check Description	Check Amount
230113A15	1/13/2023	Ashley M. Thacker	Employee: thackera; Pay Date: 1/13/2023	1,116.41
230113A16	1/13/2023	Emily P. Wood	Employee: woode; Pay Date: 1/13/2023	1,471.07
10485	1/19/2023	AT&T	4-1/4/23 cal net 3 bills	274.96
10486	1/19/2023	Aflac	1/15/23 Inv#178114	344.34
10487	1/19/2023	FDAC EBA	billing period: 74-02/01/23 to 02/28/23	14,754.32
10488	1/19/2023	Kernen Construction	12/15/22 #23070, 12/30/22 #23211 & 23212, 12/31/22 #23271	27,826.38
10489	1/19/2023	SHN Consulting	12/29/22 Inv#115680 truck route	1,173.76
10490	1/19/2023	SHN Consulting	12/29/22 Inv# 115684 town square	667.50
10491	1/19/2023	SHN Consulting	12/29/22 Inv# 115681 engineering	2,237.50
10492	1/19/2023	O'Reilly Auto Parts	12/28/22 statement	50.08
10493	1/19/2023	Castino Restaurant Supply	12/12/22 ord#657128 00 01	17,338.68
10494	1/27/2023	Harold D. Burrish	Employee: burrish; Pay Date: 1/27/2023	1,550.62
10495	1/27/2023	Grace E. Daverson	Employee: daverson; Pay Date: 1/27/2023	280.31
10496	1/27/2023	Michael D. Downard	Employee: downardm; Pay Date: 1/27/2023	829.26
10497	1/27/2023	Vicki L. Hutton	Employee: huttonv; Pay Date: 1/27/2023	1,525.86
10498	1/27/2023	Francesca I. Messina	Employee: messinaf; Pay Date: 1/27/2023	153.45
230127A01	1/27/2023	Christopher A. Ball	Employee: ballc; Pay Date: 1/27/2023	318.91
230127A02	1/27/2023	Glenn R. Bernald	Employee: bernaldg; Pay Date: 1/27/2023	1,870.06
230127A03	1/27/2023	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 1/27/2023	510.95
230127A04	1/27/2023	Skyler A. Coke	Employee: cokes; Pay Date: 1/27/2023	931.66
230127A05	1/27/2023	Melissa M. Combs	Employee: combsm; Pay Date: 1/27/2023	560.30
230127A06	1/27/2023	Stella M. Drobnick-Sochovka	Employee: drobnicks; Pay Date: 1/27/2023	112.28
230127A07	1/27/2023	Lisa M. Honzik	Employee: honziki; Pay Date: 1/27/2023	132.72
230127A08	1/27/2023	Kanoa K. Jones	Employee: jonesk; Pay Date: 1/27/2023	205.84
230127A09	1/27/2023	Amanda L. Mager	Employee: magera; Pay Date: 1/27/2023	1,964.37
230127A10	1/27/2023	Jacob P. Meng	Employee: mengj; Pay Date: 1/27/2023	895.75
230127A11	1/27/2023	Caurissa R. Moore	Employee: moorec; Pay Date: 1/27/2023	202.11
230127A12	1/27/2023	Ross A. Nash	Employee: nashr; Pay Date: 1/27/2023	700.35
230127A13	1/27/2023	Trevor L. Pumnea	Employee: pumneat; Pay Date: 1/27/2023	1,450.35
230127A14	1/27/2023	Quinn Sousa	Employee: sousaq; Pay Date: 1/27/2023	202.11
230127A15	1/27/2023	Ashley M. Thacker	Employee: thackera; Pay Date: 1/27/2023	1,123.68
230127A16	1/27/2023	Emily P. Wood	Employee: woode; Pay Date: 1/27/2023	1,248.30
Report Total				136,557.39