



# City of Blue Lake

Post Office Box 458 - 111 Greenwood Road

Blue Lake, CA 95525

Phone 707.668.5655

[www.bluelake.ca.gov](http://www.bluelake.ca.gov)

## City Council Agenda

**Tuesday, March 24, 2026 ~ 6:30 p.m. ~ Regular Council Meeting**

Skinner Store-111 Greenwood Road, Blue Lake California

**Unless Otherwise Noted, All Items on the Agenda are Subject to Action.**  
**Public Input can be given to the Council by emailing [cityclerk@bluelake.ca.gov](mailto:cityclerk@bluelake.ca.gov) until 4:30 p.m. on the date of the meeting.**

**PLEASE NOTE** that live meeting logistics will be prioritized. The quality of the Zoom teleconference meeting cannot be guaranteed. Technical challenges experienced by either the participant or the City will not interrupt or halt the progress of the meeting.

Public input may be facilitated by Zoom at the following meeting link:

**Link:**

<https://us02web.zoom.us/j/81219323025?pwd=YFOVZFmrDj4az6bdyZbedRVEWXY6AQ.1>

**Meeting Id: 81219323025**

**Passcode: 870463**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL AND ESTABLISH A QUORUM OF THE COUNCIL**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT ON NON-AGENDA ITEMS** – *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.*
6. **CONSENT AGENDA**
  - a. City Council Minutes for February 10, 2026 – Regular Meeting
  - b. City Council Minutes for February 24, 2026 – Regular Meeting
  - c. City Council Minutes for March 3, 2026 – Special Meeting
  - d. Dog House Lease

- e. Modification of City Hall Hours Open to Public
- f. Update Signatories on Local Agency Investment Fund [Resolution 1258]
- g. Rejection of Danielle Burkhart Claim
- h. February 2026 Disbursements

## **ITEMS FOR COUNCIL DISCUSSION OR ACTION**

- 7. Arts and Heritage Commission Update**
- 8. Appointment to Parks & Recreation Commission**
- 9. Consider Introduction of Ordinance No. 550, an Ordinance Amending Blue Lake Municipal Code Chapter 13.12 Regulating Cross Connections, Waive Further Reading, and Introduce by Title Only.**
- 10. Consider Introduction of Ordinance No. 551, an Ordinance Amending Blue Lake Municipal Code Chapter 15.04 Regulating California Building Standards, Waive Further Reading, and Introduce by Title Only.**
- 11. Fee Schedule Update – Parks & Recreation**
- 12. Memorandum of Understanding – Humboldt County Public Works - Regional Edible Food Recovery Program**
- 13. Hazard Mitigation Plan Approval [Resolution 1257]**
- 14. Memorandum of Understanding – Humboldt County Association of Governments - Partnering Assets & Authorities for Comprehensive Transit (PAACT)**
- 15. Designation of Subordinate Officer of Alcoholic Beverage Control License Application Determinations of Public Convenience or Necessity**
- 16. COUNCIL CORRESPONDENCE**
  - a. Letter of support – MBTTA grant application
  - b. Danco Communities Notice of Default
- 17. REPORTS OF COUNCIL AND STAFF**
  - c. Ad hoc Committee Reports
  - d. Commission Updates
  - e. City Manager Report
- 18. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL**
- 19. 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 the City Clerk at 707-668-5655, at least 24 hours prior to the commencement of the meeting.*



# Blue Lake City Council Minutes

Tuesday, February 10<sup>th</sup>, 2026 ~ 6:30pm ~ Special Council Meeting  
Skinner Store Building ~ 111 Greenwood Rd., Blue Lake ~ Behind City Hall

1 **1. CALL TO ORDER:** Mayor Sawatzky called the meeting to order at 6:30p.m

2  
3 **2. PLEDGE OF ALLEGIANCE**

4  
5 **3. ROLL CALL AND ESTABLISH A QUORUM OF THE COUNCIL**

6  
7 **COUNCIL MEMBERS PRESENT:** City Manager Short established a quorum of council  
8 members: Present: Mayor John Sawatzky, Mayor Pro Tem Elise Scafani, Council  
9 Member Kat Napier, Council Member Terri Bayles, Council Member Michelle Lewis-  
10 Lusso

11  
12 **COUNCIL MEMBERS ABSENT:** None

13 **STAFF PRESENT:** City Manager Jennie Short, Park and Recreation Director Emily  
14 Wood, and Videographer Justin Goad.

15  
16 **4. APPROVAL OF THE AGENDA – Motion by Council Member Napier** to modify the  
17 agenda by moving agenda item 13 before agenda item 8. **Second by Mayor Pro Tem**  
18 **Scafani.**

19 **Voice Vote: Motion passed unanimously**

20  
21 **5. PUBLIC COMMENT ON NON AGENDA ITEMS**

22 The following persons addressed Council:

- 23 • Lin Glenn: Suggested increasing recruitment efforts for commissions and  
24 encouraged council liaisons to work with the commissioners
- 25 • Adelene Jones: Addressed comments made by Mayor Sawatzky during the  
26 last council meeting regarding the recall
- 27 • Julie Christie: Brought up ongoing issues with audio at council meetings.  
28 Would like to see Parks and Recreation Fee Schedule make its way back  
29 to council

30  
31 **6. CONSENT AGENDA**

- 32 a. Receive Financial Quarterly Report for period of October 1<sup>st</sup> through December  
33 31<sup>st</sup> 2025
- 34 b. Approve the Monthly Report on Disbursements for the period of January 1<sup>st</sup>  
35 through January 31<sup>st</sup> 2026

36  
37 **Public Comment on Consent Agenda: None received**

38  
39 **Motion by Mayor Pro Tem Scafani** to approve consent agenda. **Second by Council Member**  
40 **Lewis-Lusso.**

41 **Voice Vote: Motion passed unanimously**



# Blue Lake City Council Minutes

Tuesday, February 10<sup>th</sup>, 2026 ~ 6:30pm ~ Special Council Meeting  
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## PRESENTATION

### **7. RECEIVE PRESENTATION FROM STEPHEN KULLMANN FROM REDWOOD COAST ENERGY AUTHORITY, ON NORTHERN RURAL ENERGY NETWORK AND LETTER OF SUPPORT FOR NREN BUSINESS PLAN SUBMISSION FOR ENERGY EFFICIENCY PRORAMS**

#### **Public Comment:**

- Unknown Speaker: Asked about benefits to public
- Adelene Jones: Asked about income requirements
- Ken Hamik: Asked where the money comes from (local/state/federal)
- Julie Christie: Asked about the letter of support

**Motion by Council Member Napier** to sign the letter of support. **Second by Council Member Bayles.**

**Voice Vote: Motion passed unanimously**

## ITEMS FOR COUNCIL DISCUSSION OR ACTION

### **8. CONSIDER STAFF RECOMMENDATION FOR A RECIPROCAL ACCESS EASEMENT BETWEEN THE CITY'S CORPORATION YARD (APN 025-201-019) AND THE SITE OF THE ROUSSEAU MIXED-USE PROJECT (APN 025-201-018)**

Rousseau Investments LLC has submitted a Conditional Use Permit (CUP) application for a mixed-use project on their property in the Powers Creek District on APN 025-201-018. The project proposes a two-story building that would consist of two 520 s.f. one-bedroom units and 3,200 s.f. of commercial space on the ground floor and two 520 s.f. one-bedroom units on the upper floor. Since the City Engineer's recommendation would result in the use of a portion of the City's corporation yard property for an expanded driveway to serve the Rousseau Mixed-Use Project, this item is being brought before the City Council for consideration before the CUP application is scheduled for a public hearing.

#### **Public Comment:**

- Julie Christie: Supports Ryan's project(s) Thinks the easement could be easily facilitated and recommended that the City keep working with the family

**Motion by Mayor Pro Tem Scafani** to approve the possibility of the property being used as a shared easement. **Council Member Lewis-Lusso** amended the motion by adding that the understanding is to continue the process, evaluation, and assessment. **Second by Mayor Pro Tem**

**Voice Vote: Motion passed unanimously**



# Blue Lake City Council Minutes

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## 9. INTRODUCTION OF NEW FINANCE MANAGER KARIE KROEKER

The City went through a robust recruitment process which resulted in numerous qualified candidates and consisted of several interview and selection committees. Karie Kroeker was selected as the preferred candidate and has accepted the job. Her first full day was January 27, 2026. Ms. Kroeker has a Bachelor of Science degree in Business Administration with an Accounting emphasis from what was then Humboldt State University. She worked for Jackson and Eckland as a staff accountant for 19 years. She obtained her Certified Public Accountant license in 2006.

**Public Comment: None received**

## 10. APPROVAL OF RESOLUTION 1252 APPOINTMENT OF SAMANTHA GREEN AS CITY CLERK

Finalist interviews for the permanent City Clerk position were conducted by Council on January 20, 2026. A conditional offer of employment was made and the preferred candidate, Samantha Green, has accepted the position. Background and reference checks for the Council's preferred candidate have been completed. The recruitment process is now complete, and the Council can now make a permanent appointment.

**Public Comment: None received**

**Motion by Council Member Bayles** to approve Resolution 1252 Appointment of Samantha Green as City Clerk. **Second by Council Member Napier**

**Roll call vote:**

**Aye: Sawatzky, Scafani, Napier, Lewis-Lusso, Bayles**

**Noes: None**

**Motion passed unanimously**

## 11. OATH OF OFFICE: CITY MANAGER, CITY CLERK, AND FINANCE MANAGER

Oath of office administered to City Manager, City Clerk, and Finance Manager by Major John Sawtazky

## 12. BIKE AND SKATE PARK PROJECT- DRAFT CORRECTIVE ACTION PLAN

In September 2025, Interim City Manager Jill Duffy presented several staff reports to City Council and prepared a memorandum outlining her preliminary findings and recommended actions related to the project. The purpose of this staff report is not intended to rehash the events that led to the current status of the project, but rather to identify steps necessary to move the project forward. The development of a corrective action plan will enable staff to coordinate with relevant stakeholders and volunteer-based organizations that have executed an MOU with the City, contributed to the project or expressed interest in this project.



# Blue Lake City Council Minutes

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124 **Public Comment:**

- 125 • Kevin Fisher: Thanked Jennie and Council. Acknowledged there is still work to do.  
126 Supports MOU with MBTTA
- 127 • Adelene Jones: Supports Kevin Fisher and wife Ingrid, who were instrumental in  
128 starting Annie and Mary Rail Trail. Supports bike park
- 129 • Brian Corse: Asking if outstanding funds are public records. Creating community  
130 through riding bikes
- 131 • Tim Daniels: Thanked Jennie for work put into bike park. Happy to see her as city  
132 manager
- 133 • Julie Christie: Concerned with liability, engineering of bike park, and parking  
134

135 **Motion by Council Member Lewis-Lusso** to approve Draft Correction Action Plan for the bike  
136 and skate plan. **Second by Council Member Napier.**

137 **Voice Vote: Motion passed unanimously**  
138

139 **13. APPROVAL OF RESOLUTION 1253 AND MEMORANDUM OF UNDERSTANDING**  
140 **WITH MOUNTAIN BIKE TRIBAL TRAIL ALLIANCE**

141 The bike park project has generated significant community enthusiasm and support with  
142 financial and volunteer work hours committed towards this endeavor over the past three  
143 years by several community members. MBTTA is a local nonprofit organization based in  
144 McKinleyville who has expressed interest in participating in these efforts to advance the  
145 project. Staff recommend formalizing the group's role through an MOU to ensure  
146 accountability, transparency and collaboration related to fundraising, project completion,  
147 long-term maintenance of the facility, insurance coverage and access to the City property for  
148 public use subject to City approval. Additionally, the agreement assists with compliance with  
149 City Resolution 1077 pertaining to donation management.  
150

151 **Public Comment:**

- 152 • Shaun Fyfe: Founder of MBTTA, looking forward to sharing joy of riding bikes while  
153 working with individuals to ensure equitable access to biking activities.
- 154 • Julie Christie: Thanked Shaun for stepping up for community and kids  
155

156 **Motion by Council Member Bayles** to Approve Resolution 1253 "Approving MOU with MBTTA  
157 for Development, Maintenance, and Monitoring of the Blue Lake Bike Park" and Direct the City  
158 Manager to sign the MOU. **Second by Council Member Lewis-Lusso**

159 **Voice Vote: Motion passed unanimously**  
160

161 **14. PROVIDE DIRECTION TO STAFF REGARDING POTENTIAL CANNIFEST SPECIAL**  
162 **EVENT**

163 Humboldt Green Events LLC is the organizer for the annual Cannifest festival. On February



# Blue Lake City Council Minutes

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164 3, 2026, the organizer began promoting on social media that they would be holding  
165 Cannifest in sunny Blue Lake on September 11 – 13, 2026. No applications or  
166 conversations with City staff had occurred prior to the postings. The organizer had  
167 coordinated with Dell' Arte for the rental of the building and outdoor spaces on their property  
168 for the event. City Manager Short reached out to Dell' Arte and we set up a meeting that  
169 afternoon to discuss the various permits that would be needed and the fact that Dell' Arte  
170 conducts the Mad River Festival under a very specific Conditional Use Permit. Dell' Arte  
171 confirmed at the meeting that they do not intend for Cannifest to be conducted under their  
172 CUP and that the event coordinator is responsible for all City permits.  
173

## 174 **Public comment:**

175 Those in support of Cannifest being held in Blue Lake:

- 176 • Stephen Geider, Artemis Pebdani, Kash Boodjeh, Eishee, Yajaira Padilla, Guido,  
177 Jesse Dodd, Adalene Jones, Rebecca Collins, Sarah Mkinney, Stephen Kullman, Eric  
178 Olson?, Lin Glenn, Angela Dare, Malia Matsumoto, Alan and Carlotta Clark, Noah  
179 Bremer

180  
181 Those on edge about the event/concerned about parking, conflicting events, or safety:

- 182 • Justin Goad, Brian Corse, Julie Christie, Jean Lynch, Verda Pitts,

183  
184 Those opposed to hosting Cannifest in Blue Lake:

- 185 • Lori Ponte and Teresa Sawatzky

186  
187 **Point of Order by Cort Pryor** was made regarding public comment. Since council had taken  
188 two additional comments once public comment was closed, Cort Pryor wanted the opportunity  
189 to comment. Cort's comment was about conflict of interest and advised the council to be  
190 contentious of this when making decisions that may be within the sphere of influence.  
191

192 ***NO ACTION WAS MADE: Further discussion to continue if needed***

## 193 **15. SUSPENSION OF HUTA**

194 Under normal circumstances, the Annual Street Report was completed by Scott Gordan, the  
195 City Accountant at Jackson and Ecklund. Mr. Gordan had been out on medical leave for  
196 some time and upon his return in December he intended on completing the ASR.  
197 Unfortunately, before he could complete the report his doctor returned him to medial leave.  
198 Jackson and Ecklund informed us last week that they would be unable to provide a  
199 replacement for Mr. Gordan. Our new Finance Manger has taken on the collection of  
200 necessary information and hopes to be submitting the ASR to the SCO by the end of  
201 February. The suspension of funds will not affect the actual revenues received by the City,  
202 just the timing for the receipt of those funds. We anticipate that the temporary suspension  
203 will not result in funds being delayed into the next fiscal year.  
204



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**NO ACTION WAS MADE**

**16. RREDC'S RESTATED JPA**

The Redwood Region Economic Development Commission's Executive Director has supplied the attached memo requesting that the City process the draft Amended and Restated Joint Powers Agreement. The JPA was provided to our City Attorney, Ryan Plotz, who had a conflict due to his representation of other agencies. He has forwarded the JPA to our special counsel for review. A response from special counsel is anticipated prior to the meeting but was not available as of the posting of the Council packet.

**Public comment: None received**

**NO ACTION WAS MADE, item tabled till next council meeting**

**17. COUNCIL CORRESPONDENCE: Letter from Laura and Brian Julian**

**Public comment: None received**

**18. REPORTS OF COUNCIL AND STAFF**

- c. Ad hoc Committee Reports
- d. Commission Updates
- e. City Manager Report

**19. FUTURE AGENDA ITEMS:**

- RREDC JPA
- City Hall closed on Fridays
- Commission conversation

**Adjourn at 10:29pm**

Prepared by: Samantha Green  
City Clerk, City of Blue Lake



# Blue Lake City Council Minutes

24, February 2026 ~ 6:30pm ~ Regular Council Meeting  
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1 **1. CALL TO ORDER:** Mayor Sawatzky called the meeting to order at 6:30 p.m

2  
3 **2. PLEDGE OF ALLEGIANCE**

4  
5 **3. ROLL CALL AND ESTABLISH A QUORUM OF THE COUNCIL**

6  
7 **COUNCILMEMBERS PRESENT:** City Clerk Samantha Green established a quorum of  
8 council members: Present: Mayor John Sawatzky, Council Member Kat Napier, Council  
9 Member Terri Bayles, Council Member Michelle Lewis-Lusso

10  
11 **COUNCILMEMBERS ABSENT:** Major Pro Tem Scafani

12 *(Note: Mayor Pro Tem Scafani arrived immediately after roll call and participated in*  
13 *the meeting).*

14 **STAFF PRESENT:** City Manager Jennie Short, City Clerk Samantha Green, Park and  
15 Recreation Director Emily Wood, and Videographer Justin Goad.

16  
17 **4. APPROVAL OF THE AGENDA – Motion by Council Member Napier** to amend  
18 agenda and move the consent agenda after agenda item 15 above closed session.  
19 **Second by Council Member Bayles.**  
20 **Voice Vote: Motion passed unanimously**

21  
22 **5. PUBLIC COMMENT ON NON-AGENDA ITEMS**

23 The following persons addressed Council:

- 24 • Julie Christie: Requesting improvements to audio for council meetings,  
25 both in-person and virtually
- 26 • Lin Glenn: Addressed ongoing issues with Verizon users not being able to  
27 make calls to city hall, the fire department, the school, or the resource  
28 center

29  
30 **ITEMS FOR COUNCIL DISCUSSION OR ACTION**

31  
32 **6. PARKS AND RECREATION APPOINTMENT**

33 The terms of three (3) of the five City's Park and Recreation Commissioners were set to  
34 expire on January 30th 2026, and there are two vacancies for an unexpired term ending  
35 January 2027. Two of the three applicants were reappointed during the city council meeting  
36 held on Jan 27th 2026. City Council is asked to reconsider Tim Daniels for appointment to  
37 the partial term ending January 2027



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40 **Public Comment:**

- 41 • Julie Christie: Commemorated Tim and feels that appointing Tim is a good move.  
42

43 **Motion by Council Member Napier** to appoint Tim Daniels to the Parks and Recreation  
44 Commission with a partial term ending in January 2027, **Second by Council Member**  
45 **Lewis-Lusso.**

46 **Voice Vote: Motion passed unanimously**  
47

48 **7. RFP – SEVENTH CYCLE HOUSING ELEMENT – AWARD CONTRACT TO**  
49 **PLANWEST PARTNERS**

50 The City is required to prepare an update to the Housing Element of the City's General Plan  
51 for the Seventh Cycle (June 30, 2027 – July 15, 2035). Per a Memorandum of  
52 Understanding with the California Department of Housing and Community Development, the  
53 City is required to have a consultant in place to assist the City with updating its Housing  
54 Element for the Seventh Cycle by March 31, 2026. To comply with this timeline, the City  
55 released a request for proposals (RFP) on January 6, 2026. Proposals were due by  
56 February 6, 2026 and three proposals were received in response to the RFP  
57

58 **Public Comment:**

- 59 • Julie Christie: Asked about CDBG funding, feels that SHN has taken over planning,  
60 and would like to see more local consultant outreach. Feels that Gateway Plan in  
61 Arcata was a disaster  
62

63 **Motion by Major Pro Tem Scafani** to authorize the City Manager to negotiate a  
64 Professional Service Agreement with Planwest Partners, Inc. for planning services for the  
65 Seventh Cycle Housing Element Update. **Second by Council Member Lewis-Lusso.**

66 **Voice Vote: Motion passed unanimously**  
67

68 **8. ADOPT RESOLUTION 1254 FOR UPDATE TO PLANNING, ZONING, AND LAND USE**  
69 **FEE STRUCTURE**

70 On November 30, 2010, City Council adopted resolution 969 that implemented a cost  
71 recovery system with applicants providing deposits against which the costs for processing  
72 their applications were billed. When the deposit was used up, the City Manager would  
73 supply an estimate of the cost to complete the remaining work, and the applicant would then  
74 supply an additional deposit. The existing fee structure and deposit amounts have not been  
75 updated by the City for fifteen years. The costs for processing various permits and approvals  
76 have since increased significantly. In addition, customers are disgruntled when they find out  
77 that the amount they pay under the cost recovery system is significantly higher than the  
78 deposit would indicate. Updated deposit rates that are more consistent with the actual cost  
79 recovery amounts incurred for those permits are needed to better inform our customers.  
80



# Blue Lake City Council Minutes

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81 **Public Comment:**

- 82
- 83 • Julie Christie: Understands inflation, urging city to think about the process when  
84 inflating rates. Hopes that the city can continue moving forward so that people feel  
85 comfortable and confident spending money.

86 **Motion by Council Member Lewis-Lusso** to Approve Resolution 1254 "A Resolution of  
87 the City Council of the City of Blue Lake Updating Various Deposits to Cover the Cost of  
88 Planning, Zoning, and Land Use Approvals, Establishing Other Miscellaneous Charges from  
89 Resolution 969 with an effective date of April 1, 2026 with corrections to Appendix A-9. **Second**  
90 **by Council Member Bayles**

91

92 **Roll call vote:**

93 **Aye:** Major Sawatzky, Major Pro Tem Scafani, Council Member Napier, Council Member  
94 Lewis-Lusso, Council Member Bayles

95 **Noes:** None

96 **Motion passed unanimously**

97

98 **9. PARKS AND RECREATION FEE UPDATE- STAFF REPORT SUPPLEMENTAL TO**  
99 **COUNCIL PACKET**

100 A Parks and Rec draft fee schedule has been created to include fee adjustments and new  
101 line items for cost recovery purposes related to special events and recreation programming.  
102 Feedback is requested; including consideration for cost recovery items that may not have  
103 been included, proposed fees, defining what constitutes a minor/major special event, and  
104 evaluating whether the proposed fee schedule sufficiently captures community impact with  
105 respect to cost recovery for special events.

106

107 **Public Comment:**

- 108
- 109 • Rebecca Collins: Concerned about water/toilets and urging that the city look into  
110 the logistics and safety of camping. Would like assigned parking
  - 111 • Lin Glenn: Likes councils' suggestion of looking into the history of events
  - 112 • Julie Christie: Asking that the community is kept in mind to stay affordable.  
113 Suggested having a sliding scale. Expressed concerns with parking at Arena and  
114 Taylor way. Suggested asking for volunteers to help with clean up needs

115 **NO ACTION WAS TAKEN:** Emily, the Parks and Recreation Director, will come back with  
116 revisions per councils' recommendations for further discussion at the next council meeting.

117 **Council took a break at 8:20 p.m. and resumed at 8:29 p.m.**



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120 **10. ADOPT RESOLUTION 1255 IMPLEMENTING THE ADOPTED WATER AND SEWER**  
121 **RATE INCREASE FOR 2026 AND UPDATE THE TURBIDITY REDUCTION FEE PASS**  
122 **THROUGH**

123 City Council adopted Resolutions 1213 and 1214 on January 24, 2023, containing Exhibit A  
124 with 5-year water and sewer rates with 2023 rates effective as of February 20, 2023.  
125 Thereafter, each subsequent year's rate will be effective on February 20<sup>th</sup> of each year.  
126 Exhibit A specified that "The turbidity reduction fee from the Humboldt Bay Municipal Water  
127 District (HBMWD) will be passed directly to the customer in the form of a fee. This will be  
128 determined by the HBMWD and indicated on the customer's bill." The TRF charge from  
129 HBMWD has increased, but the pass-through amount was never calculated and increased.

130  
131 **Public Comment:**

- 132 • Julie Christie: Suggested having a town hall to address increases.  
133

134 **Motion by Mayor Pro Tem Scafani** to approve Resolution 1255 "A Resolution of the City  
135 Council of the City of Blue Lake confirming Implementation of the Adopted Water and Sewage  
136 Rate Schedule for FY 25-26 and Updating the Turbidity Reduction Fee Pass Through Amount"  
137 **Second by Council Member Bayles**

138  
139 **Roll call vote:**

140 **Aye:** Major Sawatzky, Major Pro Tem Scafani, Council Member Napier, Council Member  
141 Lewis-Lusso, Council Member Bayles

142 **Noes:** None

143 **Motion passed unanimously**  
144

145 **11. PRESENTATION BY AD HOC COMMITTEE REGARDING COMMISSIONS**  
146 **STRUCTURE, POSSIBLE CONSOLIDATION, AND MEETING FREQUENCY**

147 The AdHoc Committee has met several times to discuss potential options for commission  
148 restructuring and/or consolidation.  
149

150 **Public Comment:**

- 151 • Lin Glenn: Believes that there is already existing structure to help with the issues  
152 being addressed. Referenced the ordinances and feels there is a lack of  
153 consistency across commissions and not enough guidance from council. Feels that  
154 further outreach and establishment of goals would help with recruitment of  
155 commissioners.  
156 • Rebecca Collins: Acknowledged lack of goals/objectives amongst commissions.  
157 Echoed that council needs to provide more guidance and that consolidation won't  
158 help.



# Blue Lake City Council Minutes

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- Julie Christie: Feels that the need to streamline processes is valid and recruitment of commissions is difficult. Sees potential for consolidation of Arts & Heritage, Parks & Recreation, and Economic Development
- Justin Goad: Prefers to keep commissions as is. Completely against full consolidation, but open to partial consolidation. Urges council to be careful about appointment/recruitment process.

**NO ACTION WAS TAKEN:** Will revisit the item for further discussion with potential plan and direction on how to move forward

## 12. COUNCIL CORRESPONDENCE: None

## 13. REPORTS OF COUNCIL AND STAFF

### a. Ad hoc Committee Reports

#### i. None

### b. Commission Updates

- HWMA: Considering whether to move forward with proposal with studying organics processing. Looking at proposal to build facility to process organics aka food and green waste.
- HCOG: HCD approved arena allocation designations that were submitted, Eureka may be contesting. No timeline. Designated bus stop areas, but may effect future planning for areas.
- REDAC: Cancelled

### c. City Manager Report

- NOAA: Mad River reaching critical stages and talked with county about how to try and identify what has been contributing to higher levels of water and flooding
- Cannifest: Not happening this year, hopeful for next year.

## Public Comment:

- Julie Christie: Need support of city to get county to help mitigate water issues.

## 14. FUTURE AGENDA ITEMS

- Building Permit Fee Updates
- Amending Blue Lake Municipal Code Chapter 13.12 Regulating Cross Connections
- Bring Back Parks and Recreation Fees
- Dog House Lease
- Update Ordinance in Chapter 13.08 section 050 C Regarding City Clerk and Water & Sewer Billing
- Updated JPA for RREDC (potential special meeting)



# Blue Lake City Council Minutes

24, February 2026 ~ 6:30pm ~ Regular Council Meeting  
Skinner Store Building ~ 111 Greenwood Rd., Blue Lake ~ Behind City Hall

- g. Update Signatories on Tri Counties Bank Accounts (potential special meeting)
- h. Closing the Office to the Public on Fridays
- i. Two Meetings Per Month

## 15. CONSENT AGENDA

- a. City Council Minutes for January 20<sup>th</sup>, 2026- Special Meeting
- b. City Council Minutes for January 27<sup>th</sup>, 2026- Regular Meeting
- c. Blue Lake Fieldbrook Little League Lease
- d. Humboldt Fast Pitch
- e. Dog House Lease

**Council Member Lewis Lusso** requested to pull item 6e for discussion to get clarification about inspection timeframe due to conflicting information on the lease. Council continued discussion regarding terms of lease.

### Public Comment:

- Julie Christie: Did not make a request to pull any consent items but commented on fee schedule.

**Motion by Major Pro Tem Scafani** to approve all consent agenda a-d. **Second by Council Member Napier**  
**Voice Vote: Motion passed unanimously**

**Motion by Major Pro Tem Scafani** to amend Dog House contract to M-F leaving it open on weekends for other rentals. **Second by Lewis-Lusso**  
**Voice Vote: Motion passed unanimously**

### Public Comment:

- Julie Christie: Suggested making a motion, letting it die, and then starting a new one if necessary. Agrees with Scafani regarding concession stand, as it's historically been available for others to use. Suggested addressing this again in closed session for contract negotiations.

## 16. CLOSED SESSION AGENDA:

### Public Comment:

- Julie Christie: Commented on attorney fees, hoping that issues are being resolved.

**Motion by Mayor Pro Tem Scafani** to move into closed session. **Second by Council Member Bayles.**  
**Voice Vote: Motion passed unanimously**



# Blue Lake City Council Minutes

24, February 2026 ~ 6:30pm ~ Regular Council Meeting  
Skinner Store Building ~ 111 Greenwood Rd., Blue Lake ~ Behind City Hall

241 Council convened into Closed Session at 10:23p.m for the purpose of:

242 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

243 Property: Approximately three (3) acres of land that is a portion of City owned  
244 Assessor's Parcel Numbers 312-161-018-000 and 312-161-015-000

245 Agency Negotiator: John Sawatzky, Kat Napier, Jennie Short, City Manager; and  
246 Ethan Walsh (attorney for City) and Russ Gans (attorney for City)

247 Negotiating parties: DANCO parties Chris Dart, McKenzie Dibble

248 Under negotiation: Price and terms of payment.  
249

250 a. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

251 Property: Portions of APN Nos. 312-131-037-000, 312-131-045-0003, 312-131-046-  
252 000 and 312-190-010-000, in the unincorporated area of the County of Humboldt,  
253 State of California.

254 Agency Negotiator: Jennie Short, City Manager; Ryan Plotz (attorney for the City)

255 Negotiating parties: Erin McClure, Trustee

256 Under negotiation: Price and terms.  
257

258 c. **Report Out of Closed Session.** Council reconvened at 12:02a.m at the Skinner Store  
259 to report out of Closed Session. No reportable action  
260

261 **Adjourn**

262  
263 Prepared by: Samantha Green  
264 City Clerk, City of Blue Lake



# Blue Lake City Council Minutes

Tuesday, March 3<sup>rd</sup>, 2026 ~ 8:00pm ~ Special Council Meeting  
Skinner Store Building ~ 111 Greenwood Rd., Blue Lake ~ Behind City Hall

1 Before the meeting was called to order, **Mayor John Sawatzky** noted for the record that  
2 **Council Member Napier** would be participating in tonight's meeting remotely  
3

4 **Council Member Napier** notified the city at the earliest opportunity that she has a  
5 contagious illness that prevents in-person attendance. Her remote participation is  
6 authorized under the just cause exception pursuant to **Government Code Section**  
7 **54953.8.3, subdivision (c)(2)**.  
8

9 **Council Member Napier** was asked to briefly describe the circumstances requiring your  
10 remote participation tonight for the record. **Council Member Napier** stated that she was  
11 still experiencing symptoms and contagious did not want to expose council or any  
12 attendees Before proceeding, **Mayor Sawatzky** asked if any individuals 18 years of age  
13 or older were present in the room with her at the remote location and to state the general  
14 nature of the relationship if so. **Council Member Napier** indicated that there were no  
15 individuals 18 years or older present with her in the room.  
16

17 The record will reflect that **Council Members Sawatzky, Scafani, Lewis-Lusso, and**  
18 **Bayles** are physically present here at Council Chambers, constituting a quorum.  
19 **Council Member Napier** is participating remotely pursuant to **Government Code**  
20 **Section 54953.8.3(c)(2)**.  
21

## 22 1. PLEDGE OF ALLEGIANCE

## 23 2. ROLL CALL AND ESTABLISH A QUORUM OF THE COUNCIL

24 **COUNCIL MEMBERS PRESENT:** City Manager Short established a quorum of council  
25 members: Present: Mayor John Sawatzky, Mayor Pro Tem Elise Scafani, Council Member  
26 Kat Napier (on zoom), Council Member Terri Bayles, Council Member Michelle Lewis-Lusso  
27  
28

29 **COUNCIL MEMEMBERS ABSENT:** None

30 **STAFF PRESENT:** City Manager Jennie Short, City Attorney Ryan Plotz, and  
31 Videographer Justin Goad.  
32

33  
34 **3. APPROVAL OF THE AGENDA – Motion by Mayor Pro Tem Scafani** to approve the  
35 agenda. **Second by Council Member Lewis Lusso**.  
36

37 **Roll Call Vote:**

38 **Aye: Sawatzky, Scafani, Lewis-Lusso, Bayles, Napier**  
39 **Motion passed unanimously**  
40

41 **4. PUBLIC COMMENT ON NON-AGENDA ITEMS: None received**



# Blue Lake City Council Minutes

Tuesday, March 3<sup>rd</sup>, 2026 ~ 8:00pm ~ Special Council Meeting  
Skinner Store Building ~ 111 Greenwood Rd., Blue Lake ~ Behind City Hall

## ITEMS FOR COUNCIL DISCUSSION OR ACTION

### **5. ADOPT RESOLUTION 1256 ACCEPTING TREASURY MANAGEMENT SERVICES WITH TRI COUNTIES BANK**

The City currently has a Treasury Management Services Agreement with Tri Counties Bank. As part of the annual account relationship review, updates were much needed due to the changes in staffing. Also, previously excluded services that allow the City to scan checks at City Hall and deposit them electronically are available. Instead, staff has been bringing the deposit to the bank and wait, often for an hour, while bank staff scanned all the checks before being allowed to deposit them.

**Public Comment: None received**

**Motion by Council Member Lewis-Lusso to approve Resolution 1256 for Acceptance of Treasury Management Services with Tri Counties Bank Second by Council Member Bayles.**

**Roll Call Vote:**

**Aye: Sawatzky, Scafani, Lewis-Lusso, Bayles, Napier**

**Motion passed unanimously**

### **6. APPROVAL OF REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION AMENDED AND RESTATED JOINT POWERS AGREEMENT**

The Redwood Region Economic Development Commission's Executive Director has supplied the attached memo requesting that the City process the draft Amended and Restated Joint Powers Agreement. The JPA was provided to the City Attorney, Ryan Plotz, who had a conflict due to his representation of other agencies. He has forwarded the JPA to special counsel for review. A response from special counsel is anticipated prior to the meeting but is not available as of the posting of the Council packet. An update will be given during the staff report at the meeting.

**Public Comment: None received**

**Motion by Council Member Bayles to Approve the Redwood Region Economic Development Commission Amended and Restated Joint Powers Agreement, Second by Council Member Lewis-Lusso.**

**Roll Call Vote:**

**Aye: Sawatzky, Scafani, Lewis-Lusso, Bayles, Napier**

**Motion passed unanimously**



# Blue Lake City Council Minutes

Tuesday, March 3<sup>rd</sup>, 2026 ~ 8:00pm ~ Special Council Meeting  
Skinner Store Building ~ 111 Greenwood Rd., Blue Lake ~ Behind City Hall

83 **7. CLOSED SESSION AGENDA:**

84  
85 **a. Public Comment on Closed Session Agenda Item: None received**

86  
87 **Motion by Mayor Pro Tem to move into closed session. Second by Lewis-Lusso.**

88  
89 **Roll Call Vote:**

90 **Aye: Sawatzky, Scafani, Lewis-Lusso, Bayles, Napier**

91 **Motion passed unanimously**

92  
93 **b. Council convened into Closed Session at Skinner Store at time for the purpose of**

94 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS:**

95 Property: Approximately three (3) acres of land that is a portion of City owned

96 Assessor's Parcel Numbers 312-161-018-000 and 312-161-015-000

97 Agency Negotiator: John Sawatzky, Kat Napier, Jennie Short, City Manager; and Ethan

98 Walsh (attorney for City) and Russ Gans (attorney for City)

99 Negotiating parties: **DANCO** parties Chris Dart, McKenzie Dibble

100 Under negotiation: Price and terms of payment.

101 **c. Report Out of Closed Session.** Council reconvened at Skinner Store at 9:36. No

102 reportable action was taken

103  
104 **Adjourn**

105  
106 Prepared by: Samantha Green  
107 City Clerk, City of Blue Lake

## ANNUAL AGREEMENT FOR THE USE OF CLEMENCE SNACK BAR AT PERIGOT PARK

This Agreement is made and entered with all terms listed below on the 1st day of January 2026, by and between the City of Blue Lake (hereinafter referred to as "City"), and Darcey Lima (hereinafter referred to as "Ms. Lima").

### WITNESETH:

WHEREAS, City is the owner and operator of the Clemence Snack Bar, at Perigot Park in the City of Blue Lake, California; and,

WHEREAS, the term of Prior Agreements, as amended, expired on December 31st, 2025; and,

WHEREAS, the City currently operates a food service facility at the Clemence Snack Bar; and,

WHEREAS, Ms. Lima proposed to the Parks & Recreation Department her desire to utilize the Clemence Snack Bar for up to five (5) times per week between Tuesday – Sunday as a casual snack bar serving hot food under the name *The Dog House*, serving hotdogs and sandwiches; and (1) additional day per week (Monday) for preparation and restocking,

WHEREAS, Ms. Lima and City wish to enter into a new annual agreement for the use of Clemence Snack Bar as *The Dog House* commencing January 1st, 2026; and,

WHEREAS, the execution of this Agreement will increase and improve dining opportunities within the City; and,

WHEREAS, the City desires to improve the service and revenue of the Clemence Snack Bar to further economic development within the City and to support the upkeep and maintenance of the park facilities; and,

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained, it is agreed between City and Ms. Lima as follows:

1. Ms. Lima will be billed as a monthly rental for usage of the Clemence Snack Bar. The monthly rental includes access to the Clemence Snack Bar for five (5) days a week from the hours of 9am-9pm for serving and one (1) day a week for preparation/restocking. Ms. Lima may serve one day on the weekend and/or during baseball games in respect to her allotted days if no other rentals have been scheduled for the same facility. The monthly rental rate for Clemence Snack Bar is \$400/month; totaling \$4,800 annually. If any outstanding payments are due before the approval and execution of this agreement, outstanding payments will be subject to rates in prior agreement. Monthly rental fees will support the Parks & Recreation Department. The tenant is responsible for payment of any associated Full Prep Food Facility Permit and/or other permits required by Humboldt County Environmental Health for legal operation of the business.

No other vendors, renters, or lessees are permitted to operate, serve under, and/or use permits associated with the Dog House and/or Ms. Lima; including any and all permits filed with Humboldt County Environmental Health Department for the Dog House and/or Ms Lima. All other vendors, renters, or lessees are required to maintain separate insurance coverage and separate permits in accordance with local and state law; including but not limited to business licenses, health & human safety permits, food safety permits, and other related licenses and/or permits.

In the event the facility is rented out to another party, Ms. Lima will be given a point of contact at least five (5) days in advance for the rental by city staff.

In the event the facility is rented out to another party; City Staff is responsible for arranging the opening and closing of the facility; key rentals, building access, and any other logistical factors pertaining to a rental agreement with another party.

2. A cleaning deposit of \$50 is required upfront for ongoing facility rentals. This deposit will remain on file from the previous year until otherwise returned upon request.
3. Ms. Lima will provide the City with 24-hour notice of all planned facility closures. Planned facility closures exclude emergency events in which Ms. Lima must close the facility to tend to an emergency. City staff can be notified by calling 707-668-5655 or by email at [parksdirector@bluelake.ca.gov](mailto:parksdirector@bluelake.ca.gov),
4. A monthly inspection may be conducted by Parks & Recreation staff to ensure the facility is clean and in proper condition. If the facility does not meet inspection standards, facility usage will be suspended until items that did not pass inspection have been remedied. Public Works will assist with any immediate repairs necessary, although larger repairs may require a third party for assistance.
5. Ms. Lima must notify staff of any planned cancellations or will be charged as if the facility was used,
6. No permanent alterations to Clemence Snack Bar shall be made without prior approval from the Parks Director and City Manager.
7. Ms. Lima shall have the right to use the Premises, at all reasonable times during said usage period, provided that Ms. Lima is in operation, is in good standing under this Agreement, and complies with the following conditions:
8. With respect to the Premises leased under this Agreement, Ms. Lima shall maintain the insurance specified below;

The City reserves the right to review all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Ms. Lima from, nor be construed or deemed a waiver of their obligation to maintain the required insurance at all times during the term of this

lease.

- a. Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01,
  - b. Coverage shall be on a standard occurrence form,
  - c. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Renter maintains higher limits than the specified minimum limits required, the City shall be entitled to coverage for the higher limits maintained by the Renter.
  - d. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the City. Ms. Lima is responsible for any deductible or self-insured retention and shall fund it upon the City's written request, regardless of whether she has a claim against the insurance or is named as a party in any action involving the City,
  - e. The City shall be endorsed as an additional insured for liability arising out the ownership, maintenance or use of that part of the premises leased to Ms. Lima for ongoing and completed operations,
  - f. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the City,
  - g. The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. Ms. Lima shall hold harmless, defend and indemnify the City its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees which actually or allegedly arise out of the use of facilities described herein, caused in whole or in part by any negligent act or omission of Ms. Lima, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of the City its officers, officials, employees and volunteers.
9. Ms. Lima shall abide by the City's established written rules and regulations governing the use and maintenance of any and all Perigot Park facilities and grounds.
  10. All City owned equipment will remain in the Clemence Snack Bar year-round and available for public use while renting the facility.
  11. Ms. Lima is responsible for handling issues of compliance with the Health department and local/state guidelines. This includes possessing the proper certifications and licenses

to operate such as ServSafe and Food Handlers permits.

12. Ms. Lima shall ensure that trash, garbage, and debris are picked up following each usage of the Clemence Snack Bar facility. Failure to do so shall result in the City's clean-up costs being charged to Ms. Lima.
13. All repairs, other than general maintenance, should be directed to the City for completion. City shall have the responsibility for any and all repairs to the Clemence Snack Bar. Ms. Lima shall reimburse the City the cost of any necessary repairs caused by the negligence of Ms. Lima or its agents or assigns.
14. City insurance. City shall have the sole responsibility for structural insurance and liability insurance for users other than Ms. Lima, its successors and assigns.
15. Locks. City shall have free and open access to the Clemence Snack Bar at all times. City shall install locks on the building. The Parks and Recreation Director will check keys/combinations out to Ms. Lima. Keys shall not be duplicated.
16. The term of this Agreement shall commence on January 1st, 2026 and end on December 31st, 2026.
17. Ms. Lima shall not assign this Agreement or their rights under this Agreement without the written consent of the City.
18. Any material breach of any of the terms or provisions of this Agreement shall constitute cause for termination of this Agreement. City shall give ten (10) days written notice of any such breach; if Ms. Lima fails to correct such breach within said 10 days, City may terminate this Agreement.

IN WITNESS WHEREOF, this Annual Agreement is executed in duplicate and made effective as of January 1<sup>st</sup>, 2026.

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darcey Lima

\_\_\_\_\_  
Date



# City of Blue Lake

## Staff Report

**Consent Agenda** 6d.

**Item #:**

**Meeting Date:** 3/24/26

**Prepared By:** Emily Wood, Director of Parks & Recreation

**Subject:** Dog House Lease (Revised)

**Recommended** That the City Council:

- Action:**
1. Approve proposed amended agreement between the City and Darcey Lima
  2. Authorize the City Manager to sign the agreement

---

**BACKGROUND:** 'The Dog House', founded by Darcey Lima; is a casual snack bar serving hot food located within the Clemence Snack Bar at Perigot Park. The City collaborated with Darcey Lima in prior years for rental of the Clemence Snack Shack in efforts to improve the service and revenue of the Clemence Snack Bar, further economic development and promote access to food within the City.

**DISCUSSION:** This proposed annual agreement is between the City of Blue Lake and Darcey Lima (business owner of 'The Dog House') and has been amended since Council's review on 2/24/26. The general terms of this arrangement are the following:

- Lease of Clemence Snack Bar for up to five (5) days a week for service and one (1) day a week for stocking.
- The proposed monthly rental rate for Clemence Snack Bar would be \$400/month.
- Outside parties desiring to rent Clemence Snack Bar must have their own licenses and permits.
- Ms. Lima is permitted to serve one day per weekend if no other reservations have been made.
- The tenant (Darcey Lima) is responsible for payment of the associated 'Full Prep Food Facility Permit'; totaling \$1,170; and any other permits required by regulatory authorities to legally operate 'The Dog House' at the Clemence Snack Bar.

**FISCAL IMPACT:** The City would monetarily receive \$4,800 through monthly rental payments from the tenant; in addition to a cost savings of \$1,170 annually by adjusting financial responsibility of facility permits required by Humboldt County Environmental Health. Considering both rental payments and permit adjustment; the City's total 'revenue' equates to \$5,970.00. This revenue would be posted to 10-4408-425-00 in the City's accounting system. The facility would be available for rental on weekends.

**ALTERNATIVES:** Direct staff to make any suggested revisions to the agreement before approval.

**ATTACHMENTS:** Dog House Lease – Revised

**Review Information:**

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

Comments:



# City of Blue Lake

## Staff Report

**Agenda Item #:** 6.e.  
**Meeting Date:** March 24, 2026  
**Prepared By:** Jennie Short, City Manager  
**Subject:** Modification of City Hall Hours Open to Public  
**Recommended Action:** That the City Council:  
1. Approve the revised hours that City Hall is open to the public.  
2. Other direction as appropriate.

---

### BACKGROUND

The existing schedule for hours that City Hall is open to the public is Monday through Friday from 9 am to noon and 1 pm to 4 pm. Historically the front office has been staffed with one full-time and two part-time positions with an additional City Clerk intermittently. With the recent changes in staff and management, there has been discussion about the difficulties in completing all the weekly financial and cash-based tasks that are completed only on Friday in the front office with the phones and walk in customers. Staff would like to use Fridays to complete these cash tasks and the trip to the bank without having to recruit other staff to cover the phones and front counter. This will also provide a day that the more detail driven intricate tasks can be completed without interruption. Staff meetings will also be held on Fridays so that they don't need to be scheduled during the lunch hour.

Staff is requesting approval to change the open hours for City Hall to Monday – Thursday 9am Noon and 1 pm – 4 pm.

### FISCAL IMPACT

None

### ALTERNATIVES

1. Leave the City Hall open hours as is.
2. Purchase an additional computer for a new office in City Hall that is not in the front area for front office staff to use when counting cash and making detailed cash deposit entries into the accounting system.

### ATTACHMENTS

1. None

#### Review Information:

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

Comments:



# City of Blue Lake

## Staff Report

**Agenda Item #:** 6f  
**Meeting Date:** March 24, 2026  
**Prepared By:** Jennie Short, City Manager  
**Subject:** Update Signatories on Local Agency Investment Fund [Resolution 1258]  
**Recommended Action:** That the City Council:  
1. Adopt Resolution 1258 titled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE UPDATING BANK AUTHORIZATION AND SIGNATORS ON THE CITY OF BLUE LAKE LOCAL AGENCY INVESTMENT FUND ACCOUNT"  
2. Other direction as appropriate.

---

### BACKGROUND

The City of Blue Lake utilizes the Local Agency Investment Fund (LAIF). In order for the City to transfer funds from City accounts, the bank sending the money must be authorized to do so and the person authorizing the transfer must be an authorized signatory on the LAIF account. On January 10, 2017, Council adopted Resolution 1090 setting forth the authorized signatories on the LAIF account. With recent changes to City staff and Councilmembers, adoption of an updated resolution is necessary.

Resolution 1258 designates the Mayor, Treasurer (which is the City Manager), and City Clerk to be authorized signatories.

### FISCAL IMPACT

None

### ALTERNATIVES

None.

### ATTACHMENTS

1. Resolution 1258: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE UPDATING BANK AUTHORIZATION AND SIGNATORS ON THE CITY OF BLUE LAKE LOCAL AGENCY INVESTMENT FUND ACCOUNT

#### Review Information:

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

Comments:

**RESOLUTION NO. 1258**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE UPDATING BANK AUTHORIZATION AND SIGNATORS ON THE CITY OF BLUE LAKE LOCAL AGENCY INVESTMENT FUND ACCOUNT**

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Blue Lake previously adopted Resolution 1090 finding that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Blue Lake; and,

WHEREAS, the City Council wishes to continue with its practice of depositing and withdrawing money in accordance with these Government Code provisions; and,

WHEREAS, the City of Blue Lake has had recent changes in staffing at the City; and.

WHEREAS, the City Council finds that an update of signatories for the Local Agency Investment Fund on the City's behalf is also necessary.

NOW THEREFORE, BE IT RESOLVED the following:

1. The City Council of the City of Blue Lake does hereby authorize the deposit and withdrawal of City of Blue Lake monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.
2. The following City of Blue Lake officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

<b>Title</b>	<b>Name</b>	<b>Signature</b>
<b>Mayor</b>	John Sawatsky	
<b>Treasurer – City Manager</b>	Jennie Short	
<b>City Clerk</b>	Samantha Green	

3. Severability. The City Council hereby declares that every section, paragraph, sentence, clause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this Resolution, including any individual rate or fee or component thereof, is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining provisions of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Blue Lake on March 24, 2026, by the following roll call vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
John Sawatsky, Mayor

Attest:

\_\_\_\_\_  
Samantha Green, City Clerk



I, Samantha Green, City Clerk of the City of Blue Lake, do hereby certify that the foregoing resolution, City of Blue Lake Resolution No. 1258 was passed and adopted by the Blue Lake City Council at its regular meeting on March 24, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the City of Blue Lake.

\_\_\_\_\_  
Samantha Green  
City Clerk of the City Council of the City of Blue Lake, County of Humboldt, State of California



# City of Blue Lake

## Staff Report

**Agenda Item #:** 6.g.  
**Meeting Date:** March 24, 2026  
**Prepared By:** Jennie Short, City Manager  
**Subject:** Rejection of Danielle Burkhart Claim  
**Recommended Action:** That the City Council:  
1. Reject the claim from Danielle Burkhart.  
2. Direct staff to communication rejection and coordinate with CIRA/ERMA as needed for processing.  
3. Other direction as appropriate.

---

### BACKGROUND

Danielle Burkhart was hired on February 18, 2025, as the new Finance Manager. On May 12, 2025, she was appointed Acting City Manager. When Jill Duffy was hired as Interim Finance Manager, Dani returned to her position of Finance Manager effective July 31, 2025. Her employment was terminated on August 29, 2025.

City Hall received on February 27, 2026, a Notice of Claims re Dani Burkhart v. City of Blue Lake dated February 25, 2026. The City Attorney and ERMA have been notified of the Claim. The recommendation is that the City reject the claim.

### FISCAL IMPACT

None

### ALTERNATIVES

1. None.

### ATTACHMENTS

1. Notice of Claims re Dani Burkhart v. City of Blue Lake dated February 25, 2026

#### Review Information:

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

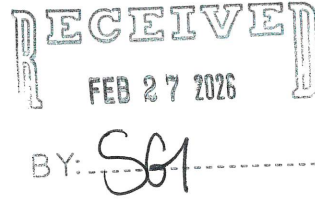
Comments:

# Lazarski Law Practice, P.C.

February 25, 2026

## VIA OVERNIGHT DELIVERY

Office of the City Clerk  
City of Blue Lake California  
PO Box 458  
111 Greenwood Rd  
Blue Lake, CA 95525-0458



Re: **Notice of Claims re Dani Burkhart v. City of Blue Lake**

This Notice of Claims is made pursuant to California Government Code Section 910, *et seq.*, by Claimant Dani Burkhart (“Ms. Burkhart”) against the city of Blue Lake, California (“Blue Lake” or “the City”). Pursuant to Government Code § 910(f), the amounts sought by Ms. Burkhart exceed ten thousand dollars (\$10,000), in an amount according to proof at trial.

Please take notice that Ms. Burkhart intends to seek damages against the City and, to the extent applicable, its councilmembers or employees, pursuant to California Labor Code sections 1102.5(b&c), and all other laws to the extent applicable. Ms. Burkhart’s claims are based on the following facts, without limitation, and she reserves all rights to supplement or amend this Notice with additional facts or claims as may be discovered or become relevant.

### **RELEVANT FACTS**

Ms. Burkhart was hired by the City on or about January 24, 2025 as the Finance Manager. Around the same time, Mayor Sawatzky and certain new councilmembers were beginning their first terms in office.

Ms. Burkhart was hired by long-time City Manager Amanda Mager. However, in April 2025 – 90 days after the new councilmembers took office – Ms. Mager was fired by the new City Council. Ms. Burkhart was then elevated to the position of Acting City Manager after Ms. Mager’s departure.

In her role as Acting City Manager, Ms. Burkhart was tasked with completing several open items left over from Ms. Mager’s sudden departure. At the top of the list was to move forward to comply with the repeated demands by the California Department of Housing and Development to the City to submit a plan remedying prior non-compliance with Cal. Gov. Code sec. 65580 *et seq.* Ms. Burkhart, for her part, had numerous communications with city councilmembers urging their compliance with state law, but City Council at all times appeared intent on evading compliance by rejecting and delaying actions taken. By failing to comply with Cal. Gov. Code sec. 65580 *et seq.*

the City risked fines and other potential sanctions from the State which Ms. Burkhart worked diligently to avoid despite Council's dilatory actions.

In addition, Mayor Sawatzky and other councilmembers began routinely crossing the barrier under Sec. 2.12.080 (Internal Relations) of the City's Municipal Code. That section, which tracks the normal division of powers in a Council-Manager city, states *inter alia*, "The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for purposes of inquiry, and neither the City Council nor any member thereof shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council and no Individual Council member shall give any orders or instructions to the City Manager."

Where the violations by Mayor Sawatzky and other councilmembers of this Section 2.12.080 grew with the passing of time, Ms. Burkhart sought to obtain compliance and protect the City staff with a memorandum to City Council titled "Staff Evaluation of the City Council – July 22, 2025 (Closed Session). In that memorandum, Ms. Burkhart raised serious concerns about certain councilmembers' conduct where "the line between policymaking and administrative operations has become increasingly blurred... [and] overreach [by councilmembers] into staff roles and conflicting direction have made it difficult to maintain efficiency, compliance or trust in the process." Ms. Burkhart in the same letter raised concerns about unprofessional behavior by certain councilmembers at a July 7, 2025 meeting with HCD that "escalated the City's regulatory risk", and that there was a "growing perception among staff that actions are being taken based on political loyalty rather than merit or fairness."

Ms. Burkhart's actions in providing this July 22, 2025 memorandum to City Council constituted protected activity under Cal. Labor Code sec. 1102.5.

Additionally, where Ms. Burkhart was then performing multiple roles within the City (Acting City Manager, Finance Director, and for a while City Clerk after the resignation of Laura McClenagan on July 29, 2025), she was routinely working 60-hour+ weeks, with no days off, all of which started taking a toll on her physical and mental wellbeing. Cal. Labor Code sec. 551 states, "Every person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Ms. Burkhart was receiving no such rest during this relevant time period. She sought to rectify this situation in discussions with the City Attorney and Councilmembers for months to no avail.

Finally, in late July 2025, the City (apparently in violation of the Brown Act and through a clandestine sole-source agreement) hired Jill Duffy to replace Ms. Burkhart as Interim City Manager. Ms. Burkhart was returned to her duties as Finance Manager, while also filling in for the vacant City Clerk position.

In an effort to finally have her working hours return to a normal amount of time that did not violate Labor Code sec. 551, Ms. Burkhart also resigned her City Clerk role on August 26, 2025, while retaining the Finance Manager position she had originally been hired for.

In response, the new Interim City Manager Jill Duffy informed Ms. Burkhart on August 28, 2025 for purported “insubordination”, “disrespectful behavior toward City Council members, the interim City Manager, and other City staff,” and “tardiness and leaving early without notice.” No specific examples of any of these things were provided, and it appears to be nothing more than and pretext and retaliation for the foregoing.

Cal. Labor Code sec. 1102.5(b) states, “An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

Cal. Labor Code sec. 1102.5(c) states, “An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

Ms. Burkhart intends to take legal action under these statutes and other applicable law (including but not limited to the Fair Employment and Housing Act, which claims need not be exhausted here).

Finally, it should be noted that under Labor Code sec. 1102.6, “In a civil action or administrative proceeding brought pursuant to Section 1102.5, once it has been demonstrated by a preponderance of the evidence that an activity proscribed by Section 1102.5 was a contributing factor in the alleged prohibited action against the employee, the employer shall have the burden of proof to demonstrate by clear and convincing evidence that the alleged action would have occurred for legitimate, independent reasons even if the employee had not engaged in activities protected by Section 1102.5.” The City will have a difficult time meeting this burden of rebuttal where it cannot point to any legitimate performance-related reason for Ms. Burkhart’s termination.

#### **Notice and Further Action**

If the City declines to act, or fails to act within forty-five (45) days of this Notice, Ms. Burkhart will proceed with the foregoing claims in Humboldt County Superior Court. Ms. Burkhart further contends that there exists no further internal or administrative remedy available to her that could provide due recourse. All notices on this matter should be directed to Counsel of Record:

///

///

Bryan J. Lazarski  
LAZARSKI LAW PRACTICE, P.C.  
1901 Avenue of the Stars, Ste. 224  
Los Angeles, CA 90067  
323.952.3200  
[bryan@lazarskilaw.com](mailto:bryan@lazarskilaw.com)

All rights are reserved and no admissions are made by Ms. Burkhart in connection with this Notice.

Regards,

A handwritten signature in black ink, appearing to read 'B. Lazarski', with a horizontal line extending to the right.

LAZARSKI LAW PRACTICE, P.C.



## Monthly Disbursements

February 2026

Check Register

Consent Agenda Item

**City of Blue Lake**  
 Check/Voucher Register - Check Register  
 From 2/1/2026 Through 2/28/2026

Check Number	Check Date	Payee	Transaction Description	Check Amount
13568	2/6/2026	Isabella G. Crawford	Employee: crawfordi; Pay Date: 2/6/2026	135.21
13569	2/6/2026	Daniel L. Dimick	Employee: dimickd; Pay Date: 2/6/2026	662.28
13570	2/6/2026	Michael D. Downard	Employee: downardm; Pay Date: 2/6/2026	930.96
13571	2/6/2026	Vicki L. Hutton	Employee: huttonv; Pay Date: 2/6/2026	2,057.92
260206A01	2/6/2026	Christopher A. Ball	Employee: ballc; Pay Date: 2/6/2026	633.70
260206A02	2/6/2026	Glenn R. Bernald	Employee: bernaldg; Pay Date: 2/6/2026	2,239.79
260206A03	2/6/2026	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 2/6/2026	588.17
260206A04	2/6/2026	Skyler A. Coke	Employee: cokes; Pay Date: 2/6/2026	1,084.77
260206A05	2/6/2026	Melissa M. Combs	Employee: combsm; Pay Date: 2/6/2026	1,159.20
260206A06	2/6/2026	Christopher B. Edgar	Employee: edgarc; Pay Date: 2/6/2026	1,855.97
260206A07	2/6/2026	Austin R. Jones	Employee: jonesa; Pay Date: 2/6/2026	1,237.61
260206A08	2/6/2026	Kanoa K. Jones	Employee: jonesk; Pay Date: 2/6/2026	397.34
260206A09	2/6/2026	Karie R. Kroeker	Employee: kroekerk; Pay Date: 2/6/2026	1,211.35
260206A10	2/6/2026	Athina S. Lee	Employee: leea; Pay Date: 2/6/2026	1,167.74
260206A11	2/6/2026	Aislin N. McKinney	Employee: mckinneya; Pay Date: 2/6/2026	209.31
260206A12	2/6/2026	Jacob P. Meng	Employee: mengj; Pay Date: 2/6/2026	1,201.08
260206A13	2/6/2026	Shaylee A. O'Neil	Employee: oneils; Pay Date: 2/6/2026	150.23
260206A14	2/6/2026	Antoinette M. Quigley	Employee: quigleya; Pay Date: 2/6/2026	1,377.12
260206A15	2/6/2026	Jennie M. Short	Employee: shortj; Pay Date: 2/6/2026	3,247.29
260206A16	2/6/2026	Quinn Sousa	Employee: sousaq; Pay Date: 2/6/2026	240.94
260206A17	2/6/2026	Emily P. Wood	Employee: woode; Pay Date: 2/6/2026	1,517.47
260206E...	2/6/2026	U. S. Department of Treasury	EFTPS federal tax pmt 2/6/26 PR	7,636.17
260206E...	2/6/2026	Employment Development Dept.	DE88 state tax pmt 2/6/26 PR	1,743.51
260206E...	2/6/2026	Cal PERS	PERS retirement pmt 2/6/26 PR	4,672.86
260206E...	2/6/2026	Freedom Voice	Freedom Voice 2/6/26 PR	120.58
260206E...	2/6/2026	CA State Disbursement Unit	2/6/26 CS PR deductions-Edgar	104.30
2437	2/9/2026	Rick Willits	Deposit Refund #20232001 Willits	111.49
2438	2/9/2026	Chad Frazel	Deposit Refund #40531001 Frazel	7.57
2439	2/9/2026	Laurel Loughlin	Deposit Refund #60739001 Loughlin	145.92
2440	2/9/2026	City of Blue Lake	Utilities paid from Deposits 2/1/26 Billing	691.02
13572	2/10/2026	Advanced Security Systems	INV763460 1/13/26 Alarm sys.	140.00
13573	2/10/2026	Almquist Lumber Co.	INV2601-095583 1/21/26 footbridge	372.68
13574	2/10/2026	CIRA	REV INV-2795 WC Jul-Sep 2025	604.67
13575	2/10/2026	Coastal Business Systems Inc.	INV41132252 1/27/26 copiers	470.65
13576	2/10/2026	Coastal Tree Service	INVJB2025-147 1/30/26 Street Maint	250.00
13577	2/10/2026	General Code	INVC00133631 2/1/26 Annual maint.	1,245.00
13578	2/10/2026	Humb. Bay Municipal Water Dist	Billing period: 1/1/26-1/30/26	19,249.34
13579	2/10/2026	Keenan Supply	InvSO14837343 001 1/12/26 Water leak repair	24.64
	2/10/2026	Keenan Supply	INVS014851387.001 1/20/26 double mtr box lids	553.11
13580	2/10/2026	League of California Cities	Inv45210-L4N8B1 1/29/26 Mmbr dues CY 2026	951.00

**City of Blue Lake**  
Check/Voucher Register - Check Register  
From 2/1/2026 Through 2/28/2026

Check Number	Check Date	Payee	Transaction Description	Check Amount
13581	2/10/2026	O'Reilly Auto Parts	INV3537-304595 1/27/26 Shop supplies	25.18
	2/10/2026	O'Reilly Auto Parts	INV3537-304779 1/28/26 headworks belts	42.19
13582	2/10/2026	REMIF	REMIF Medical Premium Feb 2026	15,373.00
13583	2/10/2026	Jennie Short	Reimb. for 1/23/26 incorrect PR deduct.	11.35
13584	2/10/2026	Sunnybrae Ace Hardware	INV291743/1 1/9/26 WW	27.54
13585	2/10/2026	Tehama Tire Service	INV100044542 12/31/25 truck 171 tire repair	25.00
	2/10/2026	Tehama Tire Service	INV100044761 1/20/26 Truck 186 repair tire	25.00
13586	2/10/2026	Kendall Henry	Refund 1/31/26 Skate-Kendall Henry	100.00
13587	2/10/2026	Trinity County Superior Court	Honda 199 fix-it ticket	25.00
13588	2/10/2026	Verizon Wireless	Inv3124076559 12/22/26-1/21/26	332.18
13590	2/17/2026	Aflac	INV745707 1/26/26 Jan2026	260.16
13591	2/17/2026	AT&T	acct 233841-5727 1066 1/20/26	31.76
	2/17/2026	AT&T	acct 238 381-11108003 1/20/26	31.76
13592	2/17/2026	B & B Portable Toilet Co.	INV221959 1/31/26	54.38
13593	2/17/2026	City of Blue Lake	water/sewer payments 2/1/26	2,462.42
13594	2/17/2026	Calif. Rural Water Association	Mar2026-Mar2027 annual CRWA dues	821.00
13595	2/17/2026	Fire Risk Mgmt Services	FRMS 2024 & 2025 Assessment Pmt #6	4,454.88
	2/17/2026	Fire Risk Mgmt Services	FRMS 2024 & 2025 Assessment Pmt #7	4,454.88
	2/17/2026	Fire Risk Mgmt Services	FRMS 24 & 25 Lt Fee on installments 1-4	178.20
13596	2/17/2026	LCC-Redwood Empire Division	INV1865 1/26/26 annual dues cy2026	85.00
13597	2/17/2026	McKinleyville Ace Hardware	INV512376 1/27/26 ww facility	29.98
	2/17/2026	McKinleyville Ace Hardware	SC512629 1/31/26 Statement Svc Chg	15.95
13598	2/17/2026	Microbac Laboratories, Inc.	INV186202 ww	100.00
	2/17/2026	Microbac Laboratories, Inc.	inv186357 1/16/26	148.00
	2/17/2026	Microbac Laboratories, Inc.	inv186439 1/26/26 ww	158.00
	2/17/2026	Microbac Laboratories, Inc.	inv186472 1/27/26 ww	100.00
	2/17/2026	Microbac Laboratories, Inc.	inv186540 1/28/26 ws	160.00
	2/17/2026	Microbac Laboratories, Inc.	inv186548 1/28/26 ws	469.00
	2/17/2026	Microbac Laboratories, Inc.	inv186578 1/29/26 ww	158.00
13599	2/17/2026	The Mitchell Law Firm, LLP	inv9460 11/30/25	5,329.50
	2/17/2026	The Mitchell Law Firm, LLP	inv9727 12/31/25	7,493.00
13600	2/17/2026	Optimum	Billing period 2/1/26 - 2/28/26	558.22
13601	2/17/2026	Pacific Gas and Electric	9008287254-1 1/27/26 statement	10.79
	2/17/2026	Pacific Gas and Electric	inv1/30/26 12/23/25-1/22/26	12,166.73
13602	2/17/2026	Restif Cleaning Service	INV149896 12/31/25 ch janitorial	110.00
	2/17/2026	Restif Cleaning Service	inv150479 1/31/26 ch janitorial	110.00
13603	2/17/2026	Thomas Home Center	INV260109 2 1-9-26 pd after 15th	2.48
	2/17/2026	Thomas Home Center	INV943652 1/9/26 ww plumbing	5.43
	2/17/2026	Thomas Home Center	INV943653 1/9/26 ww plumbing	33.40
13604	2/17/2026	Thrifty Supply Company	INV1046753-01 1/13/26 fac maint	478.51
	2/17/2026	Thrifty Supply Company	INV1047207-01 1/29/26 ww facility	48.95
13605	2/17/2026	US Bank Corp. Payment Systems	Cal Card 12/22/25 Stmt	591.41
13606	2/20/2026	Isabella G. Crawford	Employee: crawfordi; Pay Date: 2/20/2026	187.94
13607	2/20/2026	Daniel L. Dimick	Employee: dimickd; Pay Date: 2/20/2026	817.77
13608	2/20/2026	Michael D. Downard	Employee: downardm; Pay Date: 2/20/2026	953.28
13609	2/20/2026	Vicki L. Hutton	Employee: huttonv; Pay Date: 2/20/2026	2,149.04

**City of Blue Lake**  
 Check/Voucher Register - Check Register  
 From 2/1/2026 Through 2/28/2026

Check Number	Check Date	Payee	Transaction Description	Check Amount
260220A01	2/20/2026	Christopher A. Ball	Employee: ballc; Pay Date: 2/20/2026	633.69
260220A02	2/20/2026	Glenn R. Bernald	Employee: bernaldg; Pay Date: 2/20/2026	1,930.69
260220A03	2/20/2026	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 2/20/2026	729.64
260220A04	2/20/2026	Skyler A. Coke	Employee: cokes; Pay Date: 2/20/2026	1,196.01
260220A05	2/20/2026	Melissa M. Combs	Employee: combsm; Pay Date: 2/20/2026	1,262.75
260220A06	2/20/2026	Christopher B. Edgar	Employee: edgarc; Pay Date: 2/20/2026	1,945.56
260220A07	2/20/2026	Samantha G. Green	Employee: greens; Pay Date: 2/20/2026	480.21
260220A08	2/20/2026	Hazel E. Hale	Employee: haleh; Pay Date: 2/20/2026	100.33
260220A09	2/20/2026	Kanoa K. Jones	Employee: jonesk; Pay Date: 2/20/2026	16.39
260220A10	2/20/2026	Austin R. Jones	Employee: jonesa; Pay Date: 2/20/2026	1,344.43
260220A11	2/20/2026	Karie R. Kroeker	Employee: kroekerk; Pay Date: 2/20/2026	1,982.40
260220A12	2/20/2026	Athina S. Lee	Employee: leea; Pay Date: 2/20/2026	1,422.46
260220A13	2/20/2026	Aislin N. McKinney	Employee: mckinneya; Pay Date: 2/20/2026	286.90
260220A14	2/20/2026	Jacob P. Meng	Employee: mengj; Pay Date: 2/20/2026	1,201.08
260220A15	2/20/2026	Shaylee A. O'Neil	Employee: oneils; Pay Date: 2/20/2026	126.74
260220A16	2/20/2026	Jennie M. Short	Employee: shortj; Pay Date: 2/20/2026	3,247.29
260220A17	2/20/2026	Quinn Sousa	Employee: sousaq; Pay Date: 2/20/2026	203.41
260220A18	2/20/2026	Emily P. Wood	Employee: woode; Pay Date: 2/20/2026	1,517.47
260220E...	2/20/2026	U. S. Department of Treasury	EFTPS federal tax pmt 2/20/26 PR	7,706.33
260220E...	2/20/2026	Employment Development Dept.	DE88 state tax pmt 2/20/26 PR	1,688.11
260220E...	2/20/2026	Cal PERS	PERS Retirement Pmt 2/20/26 PR	4,872.09
260220E...	2/20/2026	CA State Disbursement Unit	2/20/26 CS PR Deduction	104.30
13610	2/25/2026	Arcata Stationers	INV 243818 CH Office Supplies	399.54
13611	2/25/2026	AT&T	4-2/4/2026 Cal Net 3 bills	353.50
13612	2/25/2026	Blue Lake Garbage Co.	INV 61X02874 1/31/26 City GW	1,414.40
13613	2/25/2026	BMI	Acct#81246375 1/22/26 rink music license	522.00
13614	2/25/2026	Coastal Business Systems	INVAR207526 2/10/26 copiers 2/6/25-2/5/27	2,284.00
13615	2/25/2026	Dito, LLC	INV 102655 2/2/26 Bus. + Licenses 1/29-7/18/26	249.34
13616	2/25/2026	Eureka Rubber Stamp Co.	INV A41096 2/17/26 name plates	55.30
13617	2/25/2026	HART Investigations	INV 2605142 1/27/26 pre-emp bkground	150.00
	2/25/2026	HART Investigations	INV 2605143 1/27/26 pre-emp bkground	150.00
13618	2/25/2026	Industrial Electric Service Co	INV 55734 1/6/2026 WW facility	21.78
13619	2/25/2026	Intedata Systems, Inc.	INTMN0000110 1/31/26 W/S support	95.00
13620	2/25/2026	Austin Jones	1/22/26 Vision Jones, A	50.79
13621	2/25/2026	Kernen Construction	INV35380 01/20/26 STREET SUPPLY	756.90
	2/25/2026	Kernen Construction	INV35452 1/14/26 water line rpr 530 Vance	1,660.00
13622	2/25/2026	Ajay Mehta Dental Corp	1/13/26 Edgar Dental	130.20
	2/25/2026	Ajay Mehta Dental Corp	1/21/26 Edgar Dental	924.80
13623	2/25/2026	Miller Farms Nursery, Inc.	INV 178699 1/15/26 Blower starter string	5.44
	2/25/2026	Miller Farms Nursery, Inc.	INV178734 1/20/26 Shop Supplies	134.16
13624	2/25/2026	Reyes Coca-Cola Bottling, LLC	INV 51142028015 2/20/26 Skt concessions	719.80
13625	2/25/2026	RMW Accounting	INV 0619 1/7/26 DEC 2025	1,455.00
	2/25/2026	RMW Accounting	INV0726 2/6/26 Jan 2026	2,370.00

Date: 3/20/26 11:31:42 AM

**City of Blue Lake**  
 Check/Voucher Register - Check Register  
 From 2/1/2026 Through 2/28/2026

Check Number	Check Date	Payee	Transaction Description	Check Amount
13626	2/25/2026	SHN Consulting	INV 124865 1/26/26 Engineering Dec 2025	2,786.25
13627	2/25/2026	SHN Consulting	INV128263 1/19/26 Planning Nov 2025	7,167.50
13628	2/25/2026	SHN Consulting	INV128570 1/26/26 Planning Dec 2025	10,424.06
13629	2/25/2026	Tensor IT	INV11794 2/1/26 IT Support	1,548.75
	2/25/2026	Tensor IT	INV11824 2/1/26 IT	725.45
	2/25/2026	Tensor IT	INV11845 2/1/26 IT backup	200.70
13630	2/25/2026	US Bank Corp. Payment Systems	1/22/26 Statement	140.93
13631	2/25/2026	U. S. Postal Service	INV 2/13/26 Stamped envelopes	963.25
13632	2/27/2026	Humboldt Termite and Pest	INV593885 2/11/26 PH pest control Feb 2026	72.00
13633	2/27/2026	Humboldt Transit Authority	INV8980 7/1/25 purchased transport FY 25/26 pd 2/27/26	15,600.00
13634	2/27/2026	REMIF	INV2/27/26 REMIF Med Prem-Mar 2026	14,355.00
13635	2/27/2026	Tripepi Smith and Associates	INV16360 2/14/26 CM Recruitmt	7,525.00
13636	2/27/2026	DXP Enterprises, Inc.	INV55597957 1/20/26 Monda Way ww	3,403.45
Report Total				236,418.79



# City of Blue Lake

## Staff Report

**Agenda Item #:** 7  
**Meeting Date:** March 24<sup>th</sup> 2026  
**Prepared By:** Samantha Green  
**Subject:** Arts and Heritage Commission Updates  
**Recommended Action:** That the City Council:  
1. Approve the A&H survey to be printed and distributed to the community and provide feedback on the draft land acknowledgment before it's finalized  
2. Provide further directions as needed

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### DISCUSSION:

The Arts and Heritage Commission has been working collaboratively to develop a public survey to gather feedback from the community. The Commission has finalized the survey questions and created a flyer for distribution throughout the community. In addition, the Commission has been developing a Land Acknowledgement and is requesting Council feedback prior to presenting it to the Blue Lake Rancheria. Following review and approval by the Rancheria, the Commission will return to Council with the Land Acknowledgement for final consideration and publication.

### FISCAL IMPACT:

None, although Council may want to clarify with the commission if funds are being requested for printing purposes.

### ATTACHMENTS:

- Survey questions and flyer
- Land Acknowledgment Draft

#### Review Information:

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

Comments:

## **Blue Lake Arts & Heritage Commission Public Survey**

The City of Blue Lake Arts & Heritage Commission aims to preserve and advance the arts, culture, and historic heritage of our community. Help contribute to this mission by taking the time to fill out this survey and supply us with your suggestions and comments. Please keep in mind that the City of Blue Lake currently has limited funding, so we will have to rely on creative knowledge, skills, and resources.

1. Are you a resident of Blue Lake?
2. If you are not a resident of Blue Lake, what brings you to visit Blue Lake?
3. What do you appreciate about Blue Lake?
4. What kind of art would you like to see around Blue Lake, and where would you like to see displays of this art? (Suggestions of art displays can include community or individual murals, large or small. They can reflect the local history and culture, our surrounding nature and activities it offers us, our community, etc...)
5. What kind of cultural events or celebrations would you like to see in Blue Lake? (Please list if you are able to help by bringing your skills to the table!)





## Public Survey

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**Your feedback is needed!** By filling out this survey you can help contribute to the future of Blue Lake's heritage, its culture, and the kinds of art you see around the city. Fill out the survey by scanning the QR code, or by typing the link below it into your web browser.

Scan me to take the survey!

(Hard copies of the survey are available at Blue Lake City Hall)



 <https://forms.gle/rcY5e1vsJVywHXZr9>

## ***Blue Lake Land Acknowledgement Statement Draft***

“We acknowledge that we gather on the unceded lands of the Wiyot peoples, including the adjacent neighboring Blue Lake Rancheria, who have been in relationship with these lands through culture and stewardship for millennia. We honor their enduring connection to this place —the lands, the waters, and the skies that sustain life here. We also acknowledge the interconnection of this land with all peoples who make Blue Lake their home today. As city leaders, commissions, and neighbors, we commit to listening to, learning from, and supporting one another. Equally, we affirm our responsibility to each other and to future generations by pledging to advance policies and practices that protect the environment; that honor all life; and that foster equity, healing, and opportunity for those who call this place home.”



# CITY OF BLUE LAKE

Post Office Box 458 • 111 Greenwood Road • Blue Lake, CA 95529  
Phone 707.668.5655 Fax 707.668.5916

RECEIVED  
March  
2026  
BY: *SB*

## City of Blue Lake Commission Application

Commission That You Are Applying For: <i>Parks N Rec</i>	
Name: <i>Jeff Bied</i>	
Residence Address: [REDACTED]	
Primary Phone No.: [REDACTED]	Alternate Phone No.:
Email Address: [REDACTED]	
Educational Background (Last Year Completed): <i>BA</i>	
Length of Time Living/Working in Blue Lake: <i>15 years</i>	
Present Employer: <i>Eureka City Schools</i>	
Job Title: <i>Teacher</i>	
Position Applying for:	Commissioner: <input type="checkbox"/> Advisory Member: <input checked="" 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?*



# City of Blue Lake

## Staff Report

**Agenda Item #:** 9

**Meeting Date:** March 24<sup>th</sup> 2026

**Prepared By:** Samantha Green

**Subject:** First Reading of Ordinance No. 550, Amending Chapter 13.12 of the Blue Lake Municipal Code regulating Cross-Connection to Remove Fixed Fee Amounts, Add Definitions, and Update User Supervisor Provisions; and Consent to Read by Title Only

**Recommended Action:** That the City Council:

1. Move to introduce and conduct first reading by title only of Ordinance No. 550 amending Chapter 13.12 of the Blue Lake Municipal Code
2. Other direction as needed

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**BACKGROUND:** Chapter 13.12 of the Blue Lake Municipal Code regulates cross-connection control and backflow prevention within the City’s public water system. The chapter was updated at the December 23<sup>rd</sup> 2025 Regular Council Meeting to comply with current state regulatory requirements and the Cross-Connections Control Policy Handbook (“CCCPH”) The current ordinance includes certain fixed dollar amounts for services such as testing backflow prevention assemblies.

**DISCUSSION:** Establishing service fees directly within the municipal code can future adjustments difficult. Many municipalities instead adopt fees through the a Master Fee Schedule, which may be updated by resolution of the City Council as needed.

The proposed ordinance amendment is administrative in nature and does not change the regulatory requirements of the City’s Cross-Connection Control Program. It removes fixed fee amounts from the code and authorizes the City Council to establish and adjust fees by resolution. The amendment also updates Section 13.12.020 (Definitions) to include “User Supervisor” and “Cross-Connection Control Specialist,” and amends Section 13.12.050 to include authority of a City designated Cross-Connection Control Specialist.

Following adoption of the ordinance, staff will return to the City Council with a proposed resolution establishing updated fees for backflow prevention assembly testing and inspection services

**FISCAL IMPACT:** None with this action. However, it is important to note that staff time may be required to monitor compliance and enforce the Ordinance over the long term.

**ALTERNATIVES:**

Do not amend the ordinance. This is not recommended because it would require future fee changes to be adopted by ordinance rather than by resolution, which is a more time-consuming process.

**ATTACHMENTS:**

- Ordinance No. 550 “An Ordinance of the City Council of Blue Lake Amending Chapter 13.12 of Title 13 of the Blue Lake Municipal Code Regulating Cross-Connections to Remove Fixed Fee Amounts, Add Definitions, and Update User Supervisor Provisions” with red line changes

**Review Information:**

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

Comments:

**ORDINANCE NO. 550**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE AMENDING CHAPTER 13.12 OF TITLE 13 OF THE BLUE LAKE MUNICIPAL CODE REGULATING CROSS-CONNECTIONS TO REMOVE FIXED FEE AMOUNTS, ADD DEFINITIONS, AND UPDATE USER SUPERVISOR PROVISIONS**

**WHEREAS;**

The City of Blue Lake Maintains a Cross-Connection Control Program to protect the public water system from contamination caused by backflow; and

The City Council previously amended Chapter 13.12 regulating cross-connections at a regular council meeting held on December 23<sup>rd</sup> 2025; and

The City Council finds that establishing service fees by resolution provides flexibility and allows the City to adjust fees to reflect actual program costs without requiring additional amendments to the Municipal Code.

THE CITY COUNCIL OF THE CITY OF BLUE LAKE DOES ORDAIN AS FOLLOWS:

**SECTION 1. AMENDMENT TO CHAPTER 13.12.020 – Definitions**

Section 13.12.020 of the Blue Lake Municipal Code is hereby amended to add the following definitions:

**Cross-Connection Control Specialist (CCCS)** means the individual designated by the City to administer and enforce the City’s Cross-Connection Control Program and the provisions of this chapter.

**User Supervisor** means the person designated by a water user, when required by the City, who is responsible for monitoring cross-connection control practices on a premises and assisting in ensuring compliance within this chapter.

**SECTION 2. AMENDMENT TO 13.12.050 – User Supervisor**

Section 13.12.050 of the Blue Lake Municipal Code is hereby amended to read as follows:

**13.12.50 User Supervisor and Cross-Connection Control Specialist**

**A. Cross-Connection Control Specialist**

- 1. The City shall designate within the adopted City of Blue Lake Cross-Connection Control Plan a Cross-Connection Control Specialist responsible for administering and enforcing the City’s Cross-Connection Control Program and the provisions of this chapter.

**B. Authority**

- 1. The Cross-Connection Control Specialist is authorized to conduct cross-connection hazard assessments, require installation and testing of backflow prevention assemblies, determine the appropriate level of backflow protection, and enforce compliance with this chapter in order to protect the public water system.

**C. User Supervisor Requirement**

- 1. At each premises where it is necessary, in the opinion of the City, a User Supervisor shall be designated by and at the expense of the water user. The User Supervisor shall be responsible for ~~the~~ monitoring of the backflow prevention assemblies and for avoidance of cross-connections on the premises.

D. Responsibilities of the User Supervisor

- 1. The User Supervisor shall assist in ensuring compliance with this chapter by monitoring backflow prevention assemblies, preventing cross-connections within the premises, and promptly notifying the City of any known or suspected contamination of backflow conditions.

E. City Oversight

- 1. Designation of a User Supervisor shall not replace or limit the authority of the City to administer and enforce the Cross-Connection Control Program under this chapter.

**SECTION 3. ADDITION OF SECTION 13.12.090 – Rates**

Section 13.12.090 is hereby added to the Blue Lake Municipal Code to read as follows:

Rates and fees associated with the City’s Cross-Connection Control Program shall be established and may be amended from time to time by resolution of the City Council whenever necessary.

**SECTION 4. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remaining portions shall remain in full force and effect. The City Council declares that it would have adopted this Ordinance and each section thereof irrespective of any invalidity.

**SECTION. EFFECTIVE DATE.**

This Ordinance shall take effect 30 days following its adoption.

**INTRODUCED ON FIRST READING** at a meeting of the City Council of the City of Blue Lake on the 24th day of March, 2026 by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
**John Sawatzky, Mayor**

**Attest:**

\_\_\_\_\_  
**Samantha Green, City Clerk**

**PRESENTED FOR SECOND READING, PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Blue Lake on the 21st day of April, 2026 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**John Sawatzky, Mayor**

**Attest:**

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**Samantha Green, City Clerk**

EXHIBIT A  
CHAPTER 13.12  
**CROSS-CONNECTION CONTROL**

*(Note: all additions are shown in underlined text with all deletions shown in strike-through text.)*

**§ 13.12.010. Purpose.**

A. The purpose of this chapter is:

1. To protect the public water supply against actual or potential contamination through cross-connections by isolating sources of contamination that may occur within a water user's premises because of some undiscovered or unauthorized cross-connection on the premises;
2. To eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption;
3. To eliminate cross-connection between drinking water systems and sources of contamination;
4. To prevent the making of cross-connections in the future.

B. These regulations are adopted pursuant to the State of California Administrative Code, Title 17 Public Health, entitled "Regulation Related to Cross-Connections." These regulations are amended pursuant to the State of California Health and Safety Code sections 116407 and 116555.5 and the adoption of the State Water Resources Control Board's Cross-Connection Control Policy Handbook.

C. It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by the City water department and any other source of water supply or to maintain a sanitary fixture or other appurtenances or fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the water supply system of the City and/ or the service of water pipes fixtures of any consumer of the City.

**§ 13.12.020. Definitions.**

"Air-gap separation" means a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertical above the top rim of the vessel, in no case less than one inch.

"Approved backflow prevention assembly" means an assembly which has passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the California State Water Resources Control Board.

"Approved water supply" means any water supply whose potability is regulated by a State or local health agency.

"Auxiliary supply" means any water supply on or available to the premises other than approved water supply.

"AWWA standard" means an official standard developed and approved by the American Water Works Association (AWWA).

"Backflow" means a flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any sources or sources other than an approved water supply source. Back siphonage is one cause of backflow. Back pressure is the other cause.

"Contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

"Cross-connection" as used in this chapter means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assembly through which backflow could occur, shall be considered to be cross-connections.

"Cross Connection Specialist" means the individual designated by the City to administer and enforce the City's Cross-Connection Control Program and the provisions of this chapter. The Cross-Connection Control Specialist is responsible for conducting hazard assessments, determining required levels of backflow protection, overseeing compliance with cross-connection control regulations, and implementing enforcement actions when necessary to protect the public water system.

"Double check valve assembly" means an assembly of two internally loaded, independent acting check valves, including resilient seated shut-off valves on each end of the assembly and test cocks for testing the water tightness of each check valve.

"Health agency" means the California Department of Health Services, State Water Resources Control Board or the local health agency with respect to a small water system.

"Local health agency" means the County or City health authority.

"Person" means an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.

"Premises" means any and all areas on a water user's property which are served or have the potential to be served by the public water system.

"Public water system" means a system for the provision of piped water to the public for human consumption that has five or more service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.

"Reclaimed water" means a wastewater which, as a result of treatment, is suitable for uses other than potable use.

"Reduced pressure principle backflow prevention assembly" means an assembly incorporating two internally loaded, independently operating check valves and an automatically operating differential relief valve located between the two checks, including resilient seated shut-off valves on each end of the assembly, and equipped with necessary test cocks for testing the assembly.

"Service connection" refers to the point of connection of a user's piping to the water supplier's facilities.

"User Supervisor" means the person designated by a water user, when required by the City, who is

responsible for monitoring cross-connection control practices on a premises and assisting in ensuring compliance with this chapter.

"Water supplier" means the person who owns or operates the approved water supply system.

"Water user" means any person obtaining water from an approved water supply system.

### **§ 13.12.030. Cross-Connection Protection Requirements.**

#### **A. General Provisions.**

1. Unprotected cross-connections with the public water supply are prohibited.
2. Whenever backflow protection has been found necessary, the City will require the water user to install an approved backflow prevention assembly by and at his or her expense for continued services or before a new service will be granted.
3. Wherever backflow protection has been found necessary on a water supply line entering a water user's premises, then any and all water supply lines from the City's mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention assembly. The type of assembly to be installed will be in accordance with the requirements of this chapter.

#### **B. Where Protection Is Required.**

1. Each service connection from the City water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the City, and is approved by the public health agency having jurisdiction.
2. Each service connection from the City water system for supplying water to any premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the City water system which have been subjected to deterioration in sanitary quality.
3. Backflow prevention assemblies shall be installed on the service connection to any premises having (a) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health department and the City; or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist.

#### **C. Type of Protection Required.**

1. The type of protection that shall be provided to prevent backflow into the approved water supply shall be commensurate with the degree of hazard that exists on the consumer's premises. The type of protective assembly that may be required (listing in an increasing level of protection) includes double check valve assembly (DC), reduced pressure principle backflow prevention assembly (RP), and an air-gap separation (AG). The water user may choose a higher level of protection than required by the City. The minimum types of backflow protection required to protect the approved water supply, at the user's water connection to premises with varying degrees of hazard are given in Table 1.

Situations which are not covered in Table 1 shall be evaluated on a case by case basis and the appropriate backflow protection shall be determined by the City or health agency.

<b>Table 1</b>		
<b>TYPE OF BACKFLOW PROTECTION REQUIRED</b>		
<b>Degree of Hazard</b>		<b>Minimum Type of Backflow Prevention</b>
<b>SEWER AND HAZARDOUS SUBSTANCES</b>		
1	Premises where the public water system is used to supplement the reclaimed water supply.	RP
2	Premises where there are wastewater pumping and/or treatment plants and there is no interconnection with the potable water system. This does not include a single-family residence that has a sewage lift pump. An RP may be provided in lieu of an AG if approved by the health agency and the City.	RP
3	Premises where reclaimed water is used and there is no interconnection with the potable system. An RP may be provided in lieu of an AG if approved by the health agency and the City.	RP
4	Premises where hazardous substances are handled in any manner in which the substances may enter a potable water system. This does not include a single-family residence that has a sewage lift pump. An RP may be provided in lieu of an AG if approved by the health agency and the City.	RP
5	Premises where there are irrigation systems into which fertilizers, herbicides, or pesticides are, or can be, injected.	RP
<b>AUXILIARY WATER SUPPLIES</b>		
1	Premises where there is an unapproved auxiliary water supply which is interconnected with the public water system. An RP or CD may be provided in lieu of an AG if approved by the health agency and the City.	RP
2	Premises where there is an unapproved auxiliary water supply and there are no interconnections with the public water system. A DC may be provided in lieu of an RP if approved by the health agency and the City.	RP
<b>FIRE PROTECTION SYSTEMS</b>		
1	Premises where the fire system is directly supplied from the public water system and there is an unapproved auxiliary water supply on or to the premises (not interconnected).	DC
2	Premises where the fire system is supplied from the public water system and interconnected with an unapproved auxiliary water supply. An RP may be provided in lieu of an AG if approved by the health agency and the City.	RP
3	Premises where the fire system is supplied from the public water system and where either elevated storage tanks or fire pumps which take suction from the private reservoirs or tanks are used.	DC
<b>DOCKSIDE WATERING POINTS AND MARINE FACILITIES</b>		
1	Pier hydrants for supplying water to vessels for any purpose.	RP
2	Premises where there are marine facilities.	RP
<b>MISCELLANEOUS</b>		
1	Premises where entry is restricted so that inspection for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.	RP

<b>Table 1 TYPE OF BACKFLOW PROTECTION REQUIRED</b>		<b>Minimum Type of Backflow Prevention</b>
<b>Degree of Hazard</b>		
2	Premises where there is a repeated history of cross-connections being established or reestablished.	RP

2. Two or more services supplying water from different street mains to the same building, structure, or premises through which an inter-street main flow may occur, shall have at least a standard check valve on each water service to be located adjacent to and on the property side of the respective meters. Such check valve shall not be considered adequate if backflow protection is deemed necessary to protect the City's mains from pollution or contamination; in such cases the installation of approved backflow assemblies at such service connections shall be required.

**§ 13.12.040. Backflow Prevention Assemblies.**

**A. Approved Backflow Prevention Assemblies.**

1. Only backflow prevention assemblies which have been approved by the City shall be acceptable for installation by a water user connected to the City's potable water system.
2. The City will provide, upon request, to any affected customer a list of approved backflow prevention assemblies.

**B. Backflow Prevention Assembly Installation.**

1. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603; Title 22 of the California Administrative Code. Location of the assemblies should be as close as practical to the user's connection. The City shall have the final authority in determining the required location of a backflow prevention assembly.
  - a. Air-Gap Separation (AG). The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The water inlet piping shall terminate a distance of at least two pipe diameters of the supply inlet, but in no case less than one inch above the overflow rim of the receiving tank.
  - b. Reduced Pressure Principle Backflow Prevention Assembly (RP). The approved reduced pressure principle backflow prevention assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of 12 inches above grade and not more than 36 inches above grade measured from the bottom of the assembly and with a minimum of 12 inches side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing. Water supplied from any point between the service connection and the RP assembly shall be protected in a manner approved by the City.

- c. Double Check Valve Assembly (DC). The approved double check valve assembly shall be located as close as practical to the user's connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance. If a double check valve assembly is put below grade it must be installed in a vault such that there is a minimum of six inches between the bottom of the vault and the bottom of the assembly, so that the top of the assembly is no more than a maximum of eight inches below grade, so there is a minimum of 24 inches of clearance between the side of the assembly with the test cocks and the side of the vault, and so there is a minimum of 12 inches clearance between the other side of the assembly and the side of the vault. Special consideration must be given to double check valve assemblies of the "Y" type. These assemblies must be installed on their "side" with the tests cocks in a vertical position so that either check valve may be removed for service without removing the assembly. Vaults which do not have an integrated bottom must be placed on a three-inch layer of gravel.
- C. Backflow Prevention Assembly Testing and Maintenance.
1. The owners of any premises on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a person who has demonstrated competency in testing of these assemblies to the City. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. The City may require a more frequent testing schedule if it is determined necessary. No assembly shall be placed back in service unless it is functioning as required. A report in a form acceptable to the City shall be filed with the City each time an assembly is tested, relocated, or repaired. These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the water user.
  2. The City will supply affected water users with a list of persons acceptable to the City to test backflow prevention assemblies. The City will notify affected customers by mail when annual testing of an assembly is needed.
  3. Upon request the City will test a water user's backflow prevention assembly to fulfill the requirements of this chapter. The water user will be charged on the next regular water bill. ~~Minimum charge will be \$100.00 per inspection.~~ Inspection and testing services shall be subject to fees established by resolution of the City Council.
- D. Backflow Prevention Assembly Removal.
1. Approval must be obtained from the City before a backflow prevention assembly is removed, relocated or replaced.
    - a. Removal. The use of an assembly may be discontinued and the assembly removed from service upon presentation of sufficient evidence to the City to verify that a hazard no longer exists or is not likely to be created in the future;
    - b. Relocation. An assembly may be relocated following confirmation by the City that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the

assembly;

- c. Repair. An assembly may be removed for repair, provided the water use is either discontinued until repair is completed and the assembly is returned to service, or the service connection is equipped with other backflow protection approved by the City. A retest will be required following the repair of the assembly; and
- d. Replacement. An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed. All replacement assemblies must be approved by the City and must be commensurate with the degree of hazard involved.

### **§ 13.12.050. User Supervisor and Cross-Connection Control Specialist :**

~~At each premises where it is necessary, in the opinion of the City, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention assemblies and for avoidance of cross connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the City shall be promptly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The water user shall inform the City of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.~~

#### A. Cross-Connection Control Specialist

1. The city shall designate a Cross-Connection Control Specialist responsible for administering and enforcing the City's Cross-Connection Control Program and the provisions of this chapter.

#### B. Authority

1. The Cross-Connection Control Specialist is authorized to conduct cross-connection hazard assessments, require installation and testing of backflow prevention assemblies, determine the appropriate level of backflow protection, and enforce compliance with this chapter in order to protect the public water system.

#### C. User Supervisor Requirement

1. At each premises where it is necessary, in the opinion of the City, a User Supervisor shall be designated by and at the expense of the water user. The User Supervisor shall be responsible for the monitoring of the backflow prevention assemblies and for avoidance of cross connections on the premises. In the event of contamination or pollution to the drinking water system due to a cross-connection on the premises, the City shall be promptly notified by the User Supervisor so that appropriate measures may be taken to overcome the contamination.

#### D. Responsibilities of the User Supervisor

1. The User Supervisor shall assist in ensuring compliance with this chapter by monitoring backflow prevention assemblies, preventing cross-connections within the premises, and promptly notifying the City of any known or suspected contamination of backflow conditions. The water user shall inform the City of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

### E. City Oversight

#### 1. Designation of a User Supervisor shall not replace or limit the authority of the City to administer and enforce the Cross-Connection Control Program under this chapter.

### **§ 13.12.060. Administrative Procedures.**

#### A. Water System Survey.

1. Starting July 1, 2025, every ten years for residential connections and five years for commercial connections, the City shall send backflow questionnaires for cross-control prevention, to be completed by the water user and returned to the City within thirty days.
2. The City shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the City upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention assembly is necessary to protect the public water system, the required assembly must be installed before service will be granted.
3. The City may require an on-premises inspection to evaluate cross-connection hazards. The City will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of the user's piping system shall be required to install the backflow prevention assembly the City considers necessary.
4. The City may, at its discretion, require a reinspection for cross-connection hazards of any premises to which it serves water. The City will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of the user's piping system shall be required to install the backflow prevention assembly the City considers necessary.

#### B. Customer Notification—Assembly Installation.

1. The City will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of 180 days will be given to complete all corrective actions required, including installation of backflow prevention assemblies. If the survey findings require a change in backflow prevention assembly types to meet state regulations, the water user will have two years to complete the change unless their current backflow prevention device fails, at which point the regular corrective action period applies.
2. A second notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice within the 60-day period allowed. The second notice will give the water user a thirty day period to take the required corrective action. If no action is taken within the thirty day period, the City may terminate water service to the affected water user until the required corrective actions are taken.

#### C. Customer Notification—Testing and Maintenance.

1. The City will notify each affected water user when it is time for the backflow prevention assembly installed on their service connection to be tested. This written notice shall give the water user 30 days to have the assembly tested and supply the water user with the

necessary form to be completed and resubmitted to the City or have the City perform the testing at the water user's expense

2. A second notice shall be sent to each water user which does not have his or her backflow prevention assembly tested as prescribed in the first notice within the 30-day period allowed. The second notice will give the water user a two-week period to have the backflow prevention assembly tested. If no action is taken within the two-week period the City may terminate water service to the affected water user until the subject assembly is tested.

**§ 13.12.070. Water Service Termination.**

- A. General. When the City encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the City shall institute the procedure for discontinuing the City water service.
- B. Basis for Termination. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following items:
  1. Refusal to install a required backflow prevention assembly;
  2. Refusal to test a backflow prevention assembly;
  3. Refusal to repair a faulty backflow prevention assembly;
  4. Refusal to replace a faulty backflow prevention assembly;
  5. Direct or indirect connection between the public water system and a sewer line;
  6. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants;
  7. Unprotected direct or indirect connection between the public water system and an auxiliary water system;
  8. A situation which presents an immediate health hazard to the public water system.
- C. Water Service Termination Procedures.
  1. For conditions 1, 2, 3, or 4 of subsection B of this section, the City will terminate service to a customer's premises after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed time period, water service may be terminated.
  2. For conditions 5, 6, 7, or 8 of subsection B of this section, the City will take the following steps:
    - a. Make reasonable effort to advise water user of intent to terminate water service;
    - b. Terminate water supply and lock service valve. The water service will remain inactive until correction of the violation(s) has been approved by the City.

**§ 13.12.080. Requirements for Certification as a Backflow Prevention Device Tester and Application Fee.**

- A. Each applicant for certification as a tester of backflow prevention assemblies shall file an approved application with the City Clerk, together with ~~a fee of \$15.00 per application.~~ the applicable fee established by resolution of the City Council.
- B. Competency in all phases of backflow prevention assembly testing and repair must be demonstrated by means of education and/or experience in order to obtain certification.
- C. The following are minimum requirements:
  1. Applicants shall have had at least two years experience in plumbing or pipe fitting or equivalent qualifications.
  2. Applicants shall hold a valid certification from the American Water Works Association (A.W.W.A.) California-Nevada Section, from a County certification program, or have equivalent training in the opinion of the City and the State Water Resources Control Board.
  3. Each applicant for certification as a tester of backflow prevention assemblies shall furnish evidence to show that he or she has available the necessary tools and equipment to properly test such assemblies. He or she shall be responsible for the competency and accuracy of all tests and reports prepared by him or her.
- D. The certificate issued to any tester is valid for a period of one year and may be revoked, suspended, or not renewed by the City for improper testing, repairs, and/or reporting.

13.12.090. – Rates

Rates and fees associated with the City's Cross-Connection Control Program shall be established and may be amended from time to time by resolution of the City Council whenever necessary.



# City of Blue Lake

## Staff Report

**Agenda Item #:** 10  
**Meeting Date:** March 24<sup>th</sup> 2026  
**Prepared By:** Samantha Green  
**Subject:** First Reading of Ordinance No. 551, Amendment to Chapter 15.04 of The Blue Lake Municipal Code to Remove Building Fee Provisions; and Consent to Read by Title Only  
**Recommended Action:** That the City Council:  
1. Move to introduce and conduct first reading by title only of Ordinance No 551 Amending Chapter 15.04 of the Bue Lake Municipal Code  
2. Other direction as needed

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**BACKGROUND:** Chapter 15.04 of the Blue Lake Municipal Code adopts the California Building Standards (Title 24 of the California Code of Regulations) by reference and establishes provisions related to building within the City. Currently, the chapter includes sections referencing a fee schedule within the Municipal Code.

**DISCUSSION:** The proposed ordinance amends Section 15.04.030 to clarify that building permit, inspection, and related fees shall be established by resolution of the City Council and may be amended from time to time as deemed necessary.

The ordinance also repeals Section 15.04.060, which was previously reserved for fees addressed within the building code.

**FISCAL IMPACT:** There is no fiscal impact associated with adoption of this amended ordinance

**ALTERNATIVES:** Do not amend the ordinance. This is not recommended because it would require future fee changes to be adopted by ordinance rather than by resolution, which is a more time-consuming process.

**ATTACHMENTS:** Draft ordinance amending chapter 15.04 of the Blue Lake Municipal Code with red line changes

**Review Information:**

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

Comments:

**ORDINANCE NO. 551**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE AMENDING CHAPTER 15.04 OF TITLE 15 OF THE BLUE LAKE MUNICIPAL CODE TO REMOVE BUILDING FEE PROVISIONS**

THE CITY COUNCIL OF THE CITY OF BLUE LAKE DOES ORDAIN AS FOLLOWS:

**SECTION 1. AMENDMENT TO CHAPTER 15.04**

Blue Lake Municipal Code Section 15.04.030 is amended to read as follows:

Fees for permits, inspections, plan review, and other services required under this chapter shall be established by resolution of the City Council.

**SECTION 2. REPEAL OF FEES SECTION**

Blue Lake Municipal Code Section 15.040.060 (Fees) is hereby repealed in its entirety.

**SECTION 4. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remaining portions shall remain in full force and effect. The City Council declares that it would have adopted this Ordinance and each section thereof irrespective of any invalidity.

**SECTION. EFFECTIVE DATE.**

This Ordinance shall take effect 30 days following its adoption.

**INTRODUCED ON FIRST READING** at a meeting of the City Council of the City of Blue Lake on the 24th day of March, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Sawatzky, Mayor

Attest:

\_\_\_\_\_  
Samantha Green, City Clerk

**PRESENTED FOR SECOND READING, PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Blue Lake on the 21st day of April, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
John Sawatzky, Mayor

Attest:

\_\_\_\_\_  
Samantha Green, City Clerk

EXHIBIT A  
CHAPTER 15.04  
CALIFORNIA BUILDING STANDARDS

*(Note: all additions are shown in underlined text with all deletions shown in strike-through text.)*

**§ 15.04.010 Technical and Administrative Codes.**

The **California Building Standards Code**, Title 24, California **Code of Regulations**, is hereby adopted by reference as a part of this chapter with the same force and effect as if it were set out in full herein. One copy of said Code, as amended from time to time, shall be kept on file in the office of the City Clerk.

**§ 15.04.020 Revisions.**

All amendments and revisions to the California Building Standards Code, Title 24, **California Code of Regulations**, are hereby adopted by reference as a part of this chapter in full herein, and shall become effective 180 days after publication in the State Building Standards Code by the State Building Standards Commission.

**§ 15.04.030 Fee Schedule.**

~~Fee schedules contained in Section **15.04.060**, Fees, of this chapter are adopted as current and future fees revoking automatic increases, and any other resolution or parts of resolutions that are in conflict with this section or Section **15.04.060** of this chapter. Fees for permits, inspections, plan review, and other services required under this chapter shall be established by resolution of the City Council.~~

**§ 15.04.040 Violations and Penalties.**

It is unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building, structure, or building service equipment, or cause or permit the same to be done in violation of this chapter or the California Building Standards Code. Any person, firm, or corporation violating any of the provisions of this chapter or the Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any of the provisions of this chapter or the Code is committed, continued, or permitted, and upon conviction of any such violation, such person shall be punishable by a fine of not more than \$500.00, or imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment.

**§ 15.04.050 Public Nuisance.**

In addition to the penalties provided in Section **15.04.040**, any condition caused or permitted to exist in violation of any of the provisions of this chapter or said Code shall be deemed a public nuisance and may be by the City summarily abated as such, and each and every day such condition continues shall be regarded as a new and separate nuisance.

**§ 15.04.060 Fees. Repealed**

**Reserved.**



# City of Blue Lake

## Staff Report

### Agenda Item #: 11

Meeting Date: 3/24/26

Prepared By: Emily Wood, Director of Parks & Recreation

Subject: Parks & Recreation Fee Schedule – Revision 1

Recommended That the City Council:

Action: 1. Direct staff to continue fee schedule development; incorporating the Parks & Recreation Commission's, Community, and Council's input; for a final draft to be presented at the April 28<sup>th</sup>, 2026 Council Meeting for consideration and possible adoption.

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**BACKGROUND:** The Director of Parks & Recreation would like the City Council to review and discuss the first revision of the parks & recreation draft fee schedule and provide feedback. The City's recreation fee schedule was last updated in 2023. The first draft of the 2026 fee schedule was presented at the February 24<sup>th</sup>, 2026 Council meeting and March 4<sup>th</sup>, 2026 Parks & Recreation Commission meeting. Director Wood has continued community outreach and research to present this first revision to Council on March 24<sup>th</sup>, 2026.

**DISCUSSION:** The following draft fee schedule has been created to include fee adjustments and new line items for cost recovery purposes related to special events and recreation programming. Feedback is requested; including any cost recovery items that may have been missed and evaluating whether the proposed fee schedule sufficiently captures community impact with respect to the city's cost recovery measures for special events.

**FISCAL IMPACT:** Potential increase in revenue with revised fees and cost recovery measures when final fee schedule is adopted.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** 11. Parks & Recreation – Draft Fee Schedule Proposal – Revision 1

**Review Information:**

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

Comments:

**City of Blue Lake  
Parks and Recreation Fee Schedule Proposal**

Description	Current Fee	Suggested
<b>Drop In - Sports</b>		
<u>All Drop In Sports – City Sponsored</u> Including but not limited to: Basketball/Pickleball/Volleyball (Excludes skate)	\$5	<b>Resident Rate:</b> \$3/PP w/o staff \$5/PP w/ staff  <b>Non Resident Rate:</b> \$4/PP w/o staff \$6/PP w/ staff
<u>Drop In Sports – Non City Sponsored</u> (administered by third party/contractor/etc.)	N/A	Facility Deposit + 50% of total admission fees*
<u>Drop in Punchcard</u> Valid for all City Sponsored Drop In Sports	10 Time Pass \$30	<u>10 Time Punchcard</u> \$20 Residents (\$2/pass) \$30 Non Residents (\$3/pass)
<b>Drop In – Other (Non Sport)</b>		
<u>Drop In Activities/Classes - (City Sponsored)</u>  MF = Material Fee (if applicable) (actual cost of supplies per person)	N/A	<b><u>Per Drop In/Class</u></b> Resident – \$9 + MF Non-Resident - \$10 + MF  <b><u>Per Week (5 Days)</u></b> Resident - \$45 + MF Non-Resident - \$50 + MF
<u>Drop In Activities/Classes</u> <u>(Non City Sponsored)</u> (administered by third party/contractor/etc.)	N/A	Facility Deposit + 40% of total gross revenue/fees
<b>Sports Leagues &amp; Team Sports</b>		
<i>City Sponsored</i>		
Woodbat Slowpitch Softball League	\$750	\$800
Woodbat Slowpitch Softball League -Rain Out/Game Interference	N/A	<i>Credit = Total # of Games Impacted/ Total Games Per Season (Credit to be applied to following season for affected teams)</i>
Bocce Ball Tournament (per team)	\$20	\$20
<b>Feedback Box:</b>		

**City of Blue Lake  
Parks and Recreation Fee Schedule Proposal**

<b>Description</b>	<b>Current Fee</b>	<b>Suggested</b>
<b>Skate Program</b>		
<i>Admission</i>		
<u>Regular Admission - (Non-Theme Nights)</u> Valid during public skate sessions (excluding DJ nights)	\$5 Admission + \$2 Skate Rental	\$5 Admission + \$5 Skate Rental
<u>Family Rate</u> <u>Includes admission for 5 (includes skate rental)</u> Valid during public skate sessions (excluding DJ nights)	N/A	\$40
Discounted Admission (Theme Nights)	\$5 (Includes Skate Rental)	\$5 Admission + Includes Skate Rental
DJ Night Admission – City Sponsored	All Ages - \$10 Adult - \$15	\$15/Person Includes skate rental
DJ Night Admission – Non-City Sponsored	N/A	All Ages - \$10 Includes Skate Rental
<b>Skate Punch Card</b> <i>(Includes Skate Rental - Not valid during DJ Nights)</i>		
12-Person Youth	\$50	N/A
12-Person All-Ages	\$55	\$60 (\$5/pass)
24-Person All-Ages	\$100	\$100 (\$4.17/pass)
<b>Public Skate Parties</b> <i>Available Thursdays, Fridays, &amp; Saturdays from 6pm-9pm</i> <u>Party Clean Up Fee - For any parties that require extra staff clean up - \$100</u>		
<u>Public Skate Party Tables</u> 2 Table Minimum	2 Tables - \$50 Additional Tables - \$25/each	See Public Party Packages Below
<u>Public Skate Party Packages – Standard</u> 2 tables - Party Room – Admission paid separately - NO ALCOHOL PERMITTED - Parties leaving excess mess will be charged a cleaning fee	N/A	\$50 2 Table Rental Party Room
<u>Public Skate Party Packages – VIP</u> 2 tables – Mini Rink – Admission paid separately - NO ALCOHOL PERMITTED - Parties leaving excess mess will be charged a cleaning fee	N/A	\$100 4 Table Rental Mini Rink
<b>Feedback Box:</b>		



**City of Blue Lake  
Parks and Recreation Fee Schedule Proposal**

Description	Current Fee	Suggested
<b>Camps</b>		
<b><i>Camp Perigot - Resident Rate</i></b>		
Full Day - Weekly	\$175	\$200
Full Day - Daily	\$40	\$50
Half Day - Weekly	\$125	\$150
Half Day - Daily	\$25	\$30
<b><i>Camp Perigot - Non Resident Rate</i></b>		
Full Day - Weekly	\$200	\$225
Full Day - Daily	\$50	\$60
Half Day - Weekly	\$150	\$175
Half Day - Daily	\$30	\$40
<b><i>Special Camps – Resident Rate</i></b>		
<i>Includes all camps with exception of Camp Perigot. Does not include meals for campers.</i>		
<i>MF – Material Fee (cost of materials per person)</i>		
Full Day - Weekly	N/A	\$150 + MF
Full Day - Daily	N/A	\$40 + MF
Half Day - Weekly	N/A	N/A
Half Day - Daily	N/A	N/A
<b><i>Special Camps – Non-Resident Rate</i></b>		
<i>Includes all camps with exception of Camp Perigot. Does not include meals for campers.</i>		
<i>MF – Material Fee (cost of materials per person)</i>		
Full Day - Weekly	N/A	\$175 + MF
Full Day - Daily	N/A	\$50 + MF
Half Day - Weekly	N/A	N/A
Half Day - Daily	N/A	N/A
<b>Non-City Sponsored Camps<sup>1</sup></b>		
<i>(administered by third party/contractor/etc.)</i>		
Regular Rate <i>Rate paid by third party/contractor</i>	N/A	Facility Deposit + 40% of total gross revenue/fees
<b><i>Feedback Box:</i></b>		



**City of Blue Lake  
Parks and Recreation Fee Schedule Proposal**

<b>Description</b>	<b>Current Fee</b>	<b>Suggested</b>
<b>Perigot Park Rentals<sup>5</sup></b>		
<i>Rates for events w/ no amplified music. Events w/ amplified music/sound – See Special Event Fees</i>		
<i>Nonprofit/School Discount - \$5/hr (hourly rentals) &amp; \$25/occurrence (full day rentals only)</i>		
<i>Event Clean Up Fee - For any events that require extra staff clean up - \$100/occurrence</i>		
<i>Half Day – 4 Hours or Less / Full day – Over 4 Hours</i>		
<b>Picnic Table/Stage Only</b> <i>Serving Booth not included.</i>	<b>Deposit - N/A</b>	<b>Deposit - \$100<sup>3</sup></b>
Under 50 people	N/A	\$50/\$125
50-100 people	N/A	\$75/\$175
100-300 people	N/A	\$125/\$275
301+ people	N/A	\$150/\$325
<b>Serving Booth Only<sup>2</sup></b>	<b>Deposit - \$100</b>	<b>Deposit - \$100</b>
Regular Rental	\$200 / \$395	\$100/\$175
<b>Concession Stand – Clemence Field<sup>1</sup></b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rental	\$20/hour	\$30/hour
Tournament/Full Day Rental	\$100/day	\$150/day
<b>Concession Stand – Iorg Field<sup>1</sup></b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rental	\$20/hour	\$30/hour
Tournament/Full Day Rental	\$100/day	\$150/day
<b>Clemence Field<sup>2</sup></b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rental	\$25/hour	\$25/hour (\$200/full day)
Tournament Rental	\$20/hour	\$30/hour
<b>Iorg Field<sup>2</sup></b>	<b>Deposit - \$100</b>	<b>Deposit - \$7100<sup>3</sup></b>
Regular Rental	\$20/hour	\$25/hour (\$200/full day)
Tournament Rental	N/A	\$30/hour
<b>Dog Park</b>	<b>Deposit – N/A</b>	<b>Deposit - \$100</b>
Regular Rental	N/A	\$100/\$175
<b>Bocce Courts<sup>2</sup></b>	<b>Deposit – N/A</b>	<b>Deposit - \$50<sup>3</sup></b>
Regular Rental	N/A	\$25/2 hours
<b>Full Park Rental – Full Day Only</b> (Clemence Field, Serving Booth, Picnic Tables, Stage, Bocce Courts)	Deposit - \$100	Deposit - \$300
Under 50 people		\$400
50-100 people		\$450
100-300 people		\$550
301+ people		\$600
<b>Feedback Box:</b>		

**City of Blue Lake**  
**Parks and Recreation Fee Schedule Proposal**

<b>Description</b>	<b>Current Fee</b>	<b>Suggested</b>
<b>Other Rentals<sup>4</sup></b>		
<i>Rates for events w/ no amplified music. Events w/ amplified music/sound – See Special Event Fees  Nonprofit/School Discount - \$5/hr (hourly rentals) &amp; \$25/occurrence (full day rentals)  Half Day – 4 Hours or Less / Full day – Over 4 Hours</i>		
<b>Skinner Store Rentals<sup>1</sup></b>	<b>Deposit – N/A</b>	<b>Deposit - \$200<sup>3</sup></b>
Regular Rate	\$50	\$125/\$225
<b>Town Square Rentals<sup>1</sup></b>	<b>Deposit – N/A</b>	<b>Deposit - \$200<sup>3</sup></b>
Regular Rate	N/A	\$125/\$225
<b>Court Rentals</b>		
<b>Tennis Court Rental<sup>2</sup> (outdoors)</b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rate	\$10/hour/court	\$20/hour
<b>Basketball Court Rental<sup>2</sup> (outdoors)</b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rate	\$10/hour/court	\$15/hour
<b>Full Court Rental<sup>2</sup> (outdoors)</b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rate	\$10/hour/court	\$25/hour
<b>Taylor Way Rentals</b>		
<i>Rates for events w/ no amplified music. Events w/ amplified music/sound – See Special Event Fees  Nonprofit/School Discount - \$5/hr (hourly rentals) &amp; \$25/occurrence (full day rentals)  Half Day – 4 Hours or Less / Full day – Over 4 Hours</i>		
<b>Taylor Way – Grass Area - Parking</b>	<b>Deposit – N/A</b>	<b>Deposit - \$200<sup>3</sup></b>
Regular Rate - Parking	N/A	\$75/\$150 <sup>1</sup>
<b>Taylor Way – Grass Area - Events Special Event Permit Required</b>	<b>Deposit – N/A</b>	<b>Deposit - \$300<sup>3</sup></b>
Regular Rate - Events	N/A	\$125/\$225
<b>Taylor Way – Grass Area (Camping)<sup>6</sup> Special Event Permit Required</b>	<b>Deposit – N/A</b>	<b>Deposit - \$300<sup>3</sup></b>
Overnight Rate – Camping (2pm-12pm)	N/A	\$300
<b>Bike Park – Consider as Future Addition</b>	<b>Deposit – N/A</b>	<b>Deposit – N/A</b>
Regular Rate	N/A	N/A
<b>Horse Arena Rentals</b>		
<i>Rates for events w/ no amplified music. Events w/ amplified music/sound – See Special Event Fees  Nonprofit/School Discount - \$5/hr (hourly rentals) &amp; \$25/occurrence (full day rentals)  Half Day – 4 Hours or Less / Full day – Over 4 Hours  Note: Rental of Arena for horse events include grass parking at no additional cost.</i>		
<b>Horse Arena – Arena Only (Events)</b>	<b>Deposit - \$100</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rate	\$50/\$100	\$100/\$175 <sup>1</sup>
<b>Horse Arena – Arena &amp; Grass (Events)</b>	<b>Deposit - \$100</b>	<b>Deposit - \$300<sup>3</sup></b>
Regular Rate	N/A	\$125/\$200 <sup>1</sup>
<b>Horse Arena – Grass Only (Parking)</b>	<b>Deposit – N/A</b>	<b>Deposit - \$100<sup>3</sup></b>
Regular Rate	N/A	\$75/\$150 <sup>1</sup>
<b>Horse Arena – Grass Only (Events)</b>	<b>Deposit – N/A</b>	<b>Deposit - \$200<sup>3</sup></b>
Regular Rate	N/A	\$100/\$175 <sup>1</sup>
<b>Feedback Box:</b>		

**City of Blue Lake**  
**Parks and Recreation Fee Schedule Proposal**

<b>Description</b>	<b>Current Fee</b>	<b>Suggested</b>
<b>Special Event Fees – (Discounts not applicable)</b>		
<i>Minor Events (Under 100 People)</i>		
<i>Moderate Events (101-299 People) – Requires Taylor Way and/or Arena Parking &amp; Traffic Control Plan</i>		
<i>Major Events (300+ people) - Requires Taylor Way and/or Horse Arena Parking &amp; Traffic Control Plan</i>		
<i>PF = Parking Fee (events with paid parking) – add 20% of total PF (if applicable)</i>		
<b>Application Fee (for moderate &amp; major events)</b>	\$80	\$100
<b>Administrative Processing Fees - Regular</b>	N/A	N/A
<i>Applications (Minor) – 14+ Days from Event</i>	N/A	\$25
<i>Applications (Moderate) – 30+ Days from Event</i>	\$80	\$50
<i>Applications (Major*) – 90+ Days from Event</i>	\$80	\$75
<b>Administrative Processing Fees - Expedited</b>	+\$25	See below
<i>Applications (Minor) – &lt;14 Days from Event</i>	N/A	\$50
<i>Applications (Moderate) – &lt;30 Days from Event</i>	N/A	\$100 <sup>1</sup>
<i>Applications (Major*) – &lt;90 Days from Event</i>	N/A	\$150 <sup>1</sup>
<b>Amplified Music/Sound Fee (Outdoor Events)</b>		<b>Per Day – Flat Fee</b>
<i>Events w/ &lt; 50 People</i>	N/A	\$50/\$125
<i>Events w/ 51-100 People</i>	N/A	\$60/\$150
<i>Events w/ 101-300 People</i>	N/A	\$70/\$175
<i>Events w/ 301+ People</i>	N/A	\$80/\$200
<b>Cancellation Fees</b>		
<i>Skate/Birthday Parties – 14 days+ from event</i>	50% refund/2 wks	50% refund if >2 weeks
<i>Minor Events - 7 days or less from event</i>	N/A	\$25 fee
<i>Moderate Events – 14 days or less days from event</i>	N/A	\$50 fee
<i>Major Events – 14 Days or less from event</i>	N/A	\$75 fee
<b>Traffic Control Fees (Discounts not applicable)</b>		
<i>Administrative Review Fee – Flat Fee</i>	N/A	\$75
<i>Barricade Fee (per barricade/street closure)</i>	\$10/Dozen	\$50/street closure/day
<i>Cone Fee (Preserves Resident Parking – Per Day)</i>	N/A	\$50/occurrence
<b>Miscellaneous Event Fees (Discounts not applicable)</b>		
<i>Alcoholic Beverage Charge (Per Day – SERVED)</i>	\$15	\$50/day
<i>Alcoholic Beverage Charge (Per Day – SOLD)</i>	\$15	\$75/day
<i>Porta Potty Fee (Per Event – Flat Fee)</i>	N/A	\$50
<i>Concession Sales Fee (Per Event) – Non Food Truck</i>	N/A	\$50
<i>Overnight Setup/Storage Fee (Per Event/Occurrence)</i>	N/A	\$75/occurrence
<i>Food Truck Vendor Fee (Per Truck/Per Day)</i>	N/A	\$25/truck/day
<i>-Non City Sponsored Events – paid by Event Host</i>		
<i>Craft/Other Vendor Fee (Total Cost/Per Occurrence of listed vendors)</i>	N/A	\$75/occurrence
<i>- Non City Sponsored Events – paid by Event Host</i>		
<i>Food Truck Vendor Fee (Per Truck/Per Day)</i>		\$75/event/day
<i>-City Sponsored Event – from Food Truck to City</i>		
<i>Craft/Other Vendor Fee (Per Vendor/Per Day)</i>		\$25/vendor
<i>- City Sponsored Event – from Vendor to City</i>		
<b>Feedback Box:</b>		

**City of Blue Lake**  
**Parks and Recreation Fee Schedule Proposal**

<b>Description</b>	<b>Current Fee</b>	<b>Suggested</b>
<b>Other Fees</b>		
<i>Clean Up Fee – For events requiring extra staff clean up.</i>	Deposit Used	\$100
<i>Key Deposit</i>	N/A	\$10
<i>Lost Key Fee</i>	N/A	\$50
<i>Bill Nessler Car Show Registration</i>	\$50/person	\$40/Resident \$50/Non Resident
<i>Concession/Merchandise Items - (price varies per item)</i>	N/A	\$1-\$50
<b>Equipment Rental Fees</b>		
	N/A	<i>Deposit - \$50</i>
<i>Projector (84" Screen)</i>	N/A	\$75
<i>Projector (150" Screen)</i>	N/A	\$125
<i>Projector (300" Screen)</i>	N/A	\$175
<i>Speaker Add on (for Projector Rentals)</i>	N/A	\$50
<i>Full Sound System Rental (w/ Mains) – Per Day</i>	N/A	\$200
<i>Full Sound System Rental (w/o Mains) – Per Day</i>	N/A	\$150
<i>Full Sound System Setup + Sound Staff – Per Day - equipment must stay setup - rental not to exceed 3 days<sup>1</sup></i>	N/A	\$300 (1 Day) - \$200 (each additional day)
<i>Plastic Folding Table Fee (per table)</i>	N/A	\$10/table
<b>Staffing Fees</b>		
<i>Based on City's Fully Burdened Rate</i>		
Barricades/Traffic Control Setup	N/A	\$50/hour
Grounds Prep (Outside of Regular Maintenance)	N/A	\$40/hour
Traffic Control Personnel – City Staff	N/A	\$25/hour/person
Event Personnel – Recreation Staff On Site for day of event – per person	N/A	\$25/hour/person
Event Personnel – Recreation Supervisors On Site for day of event – per person	N/A	\$45/hour/person
Other Personnel: City Manager	N/A	\$100/hour/day
Other Personnel: Public Works Supervisor	N/A	\$60/hour/day
<b>Discounts</b>		
Nonprofit/School Discount	-\$25	-\$5/hr (hourly rentals) -\$25 (half/full day/skate rentals)
Repeat Customer/Senior Discount - Rentals	N/A	10% off total
Resident (Blue Lake) Discount	N/A	Discount Varies: Camp (Daily - \$10/Weekly - \$25) Classes/Drop In - \$1 off
Community/Event Partner Discount/Fee Waiver	N/A	Agreement/MOU Required & City Manager Approval Required
<b>Sponsorship Levels – City Events</b>		
Bronze Level	N/A	\$100 or Raffle Donation
Silver Level	N/A	\$250
Gold Level	N/A	\$500
Platinum Level	N/A	\$1000

**City of Blue Lake**  
**Parks and Recreation Fee Schedule Proposal**

Footnote Guide

- 1 Subject to approval from applicable entities
- 2 2 hour minimum rental
- 3 Shall damage occur to park facilities and/or grounds from/during event; tenant will be billed to address on file for additional fees from repair; including but not limited to staff, equipment replacement, and clean up fees.
- 4 Facility rental fees do not include any applicable event host, staffing, or equipment fees. Staffing fees are based on the fully burdened wage of assigned staff  
(see Special Event Fees/Staffing Fees)
- 5 Perigot Park Rentals do not include Prasch Hall Restroom Access – See Prasch Hall for Restroom Rate
- 6 Overnight Rental Restrictions apply for all camping rentals taking place on City property.



# City of Blue Lake

## Staff Report

**Agenda Item #:** 12

**Meeting Date:** March 24, 2026

**Prepared By:** Jennie Short, City Manager

**Subject:** Memorandum of Understanding – Humboldt County Public Works - Regional Edible Food Recovery Program

**Recommended Action:** That the City Council:

1. Authorize the City Manager to execute the Memorandum of Understanding with Humboldt County Public Works Department for the Regional Edible Food Recovery Program
2. Other direction as appropriate.

---

### BACKGROUND

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) and California currently has a 2025 statewide goal to redirect to people in need 20% of edible food currently thrown away. Each city is required to develop and implement an edible food recovery program as required by CCR 14 Division 7 Chapter 12. The cities in Humboldt County have agreed to collaborate and give the COUNTY the authority to act as project lead in the management of Regional Edible Food Recovery Program Professional Services Agreement. The County has secured a consultant to complete the work in an amount not exceeding \$64,713.76. The cost is to be proportionally divided by population. The City of Blue Lake's portion of the cost is \$566.07. That amount is very small and will allow us to be compliant with SB1383 regarding a plan. Implementation will be a separate issue.

### FISCAL IMPACT

The City's share of the costs is \$566.07.

### ALTERNATIVES

None.

### ATTACHMENTS

1. MEMORANDUM OF UNDERSTANDING between the County of Humboldt and the City of Eureka, City of Arcata, City of Fortuna, City of Blue Lake, City of Rio Dell, City of Trinidad, and City of Ferndale for the Management of a Regional Edible Food Recovery Program

#### Review Information:

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

Comments:

## **MEMORANDUM OF UNDERSTANDING**

### **between the County of Humboldt and the City of Eureka, City of Arcata, City of Fortuna, City of Blue Lake, City of Rio Dell, City of Trinidad, and City of Ferndale for the Management of a Regional Edible Food Recovery Program**

This Memorandum of Understanding ("MOU"), entered into this 30th day of March 2026, by and between the Humboldt County Public Works Department, hereinafter referred to as "COUNTY," and the City of Eureka, hereinafter referred to as "EUREKA", the City of Arcata, hereinafter referred to as "ARCATA", the City of Blue Lake, hereinafter referred to as "BLUE LAKE", the City of Fortuna, hereinafter referred to as "FORTUNA", the City of Ferndale, hereinafter referred to as "FERNDALE", the City of Rio Dell, hereinafter referred to as "RIO DELL", and the City of Trinidad, hereinafter referred to as "TRINIDAD", collectively referred to herein as "PARTNERS," is made upon the following considerations:

WHEREAS, in September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce

emissions of short-lived climate pollutants (SLCP); and

WHEREAS California has a 2025 statewide goal to redirect to people in need 20% of edible food currently thrown away.

WHEREAS all PARTNERS are required to develop and implement an edible food recovery program as required by CCR 14 Division 7 Chapter 12; and

WHEREAS, PARTNERS find collaboration is mutually beneficial to all parties; and  
WHEREAS, this memorandum of understanding will help PARTNERS achieve these goals.

NOW, THEREFORE, the parties hereto mutually agree as follows:

#### **1. DEFINITIONS**

County. As used herein, the term "COUNTY" refers to County of Humboldt

Jurisdictions. As used herein, the term "JURISDICTIONS" collectively refers to the Cities of ARCATA, EUREKA, BLUE LAKE, TRINIDAD, FORTUNA, RIO DELL, and FERNDALE.

#### **2. RIGHTS AND RESPONSIBILITIES OF JURISDICTIONS:**

JURISDICTIONS agree as follows:

- a. Give the COUNTY the authority to act as project lead in the management of Regional Edible Food Recovery Program Professional Services Agreement.
- b. Give the COUNTY the authority to provide communications between the Consultant/s and JURISDICTIONS.
- c. Give the COUNTY the authority to negotiate entering into ancillary agreements with all JURISDICTIONS to support edible food recovery programming.
- d. Fulfill their portion of cost share for professional services provided by the Consultant/s through payments to the COUNTY in the amount agreed upon, based on each JURISDICTIONS' respective population. The total cost contemplated by this cost share agreement is \$64,713.76 to be divided proportionately by JURISDICTIONS based on population.

It is the responsibility of JURISDICTIONS to ensure their respective cost share amounts are being adhered to and inform COUNTY if they are near the cap of their cost share. Any increase in costs shall not be approved without advance written notice and agreements among PARTNERS and JURISDICTIONS.

JURISDICTIONS' contribution to the COUNTY will be as follows:

<b>Jurisdiction</b>	<b>Population</b>	<b>Percentage of cost share</b>	<b>Actual Cost</b>
<b>Humboldt Uninc.</b>	70,760.00	52.8%	\$34,176.55
<b>Arcata</b>	19,012.00	14.2%	\$9,182.65
<b>Blue Lake</b>	1,172.00	0.9%	\$566.07
<b>Eureka</b>	25,734.00	19.2%	\$12,429.33
<b>Ferndale</b>	1,389.00	1.0%	\$670.88
<b>Fortuna</b>	12,285.00	9.2%	\$5,933.56
<b>Rio Dell</b>	3,308.00	2.5%	\$1,597.74
<b>Trinidad</b>	325	0.2%	\$156.97
<b>Humboldt County</b>	<b>133,985.00</b>	<b>100.0%</b>	<b>\$64,713.76</b>
<b>Cost per Person</b>			<b>\$0.48</b>

- a. Ensure Timely Payment to COUNTY. COUNTY shall submit monthly invoices to the JURISDICTIONS pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. COUNTY shall also submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement.

- b. Payment by JURISDICTIONS, pursuant to the terms and conditions of this Agreement, shall be made within thirty (30) days after the receipt of issued invoices.
- c. JURISDICTIONS shall send all payments to the County at the following address:
  - Humboldt County Department of Public Works - Solid Waste Division
  - Attention: Amar C. Ezeh
  - Program Coordinator Solid Waste Division
  - 1106 Second Street
  - Eureka, California 95501
- d. Be responsive to Consultant/s needs including answering communications, calls, and emails; attending meetings; and providing necessary information in a timely manner of no more than three (3) business days.
- e. Take necessary enforcement actions as required by SB 1383 and its accompanying regulations upon receipt of enforcement reports from Consultant/s.
- f. Take Responsibility for Payment to Consultant/s. If any JURISDICTIONS are unable to fulfill their cost share, the remaining unpaid amount will be divided among remaining participating JURISDICTIONS based on their populations to cover the outstanding cost owed under the Professional Services Agreement attached as Attachment A hereto.

### 3. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY agrees to:

- a. Competitively procure, hold, and manage the Professional Services Agreement with the Consultant/s and retain the ultimate decision-making authority on behalf of JURISDICTIONS in regard to the edible food recovery program. COUNTY shall require that Consultant/s' indemnification responsibilities within the Professional Services Agreement favor the JURISDICTIONS as well as the COUNTY.
- b. Track and facilitate payments made to Consultant/s on a monthly basis, ensuring Consultant/s itemizes all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the Professional Services Agreement attached as Attachment A hereto as between the Consultant/s and the COUNTY.

- c. Make payment to Consultant/s for services rendered within thirty (30) days after the receipt of approved invoices as set forth in the Professional Services Agreement attached as Attachment A hereto.
- d. Track and facilitate issuance of monthly invoices to JURISDICTIONS for payment of services rendered through this MOU based on receipt of funds received through the cost share proportional contributions in accordance with Provision 2(D).
- e. Lead main communications with Consultant/s on behalf of JURISDICTIONS.
- f. Oversee progress and ensure Consultant/s stays within project scope and timeline, according to the Professional Services Agreement and its scope of services appended as Attachment A hereto.

4. TERM:

This MOU shall begin upon execution of the County' s Professional Services Agreement as dated herein, **March 3, 2025**, and shall remain in full force for a period of one year, until December 31st, 2026, unless sooner terminated as provided herein.

5. TERMINATION:

- a. Termination for Cause- JURISDICTIONS may terminate this MOU, upon written notice, in the event the COUNTY materially defaults in performing any obligation under this MOU, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

JURISDICTIONS must provide COUNTY at least seven (7) days' notice of intent to terminate stating the alleged material default and allow COUNTY the opportunity to cure the same.

- b. Termination without Cause - Any PARTNER may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- c. Compensation upon Termination - In the event this MOU is terminated, COUNTY shall be entitled to payment for uncompensated services provided, pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and sent via electronic mail or may be served personally to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

a. City of Arcata

Attention: Merritt Perry Address: 736 F Street Arcata, CA 95521

Email address: [citymgr@cityofarcata.org](mailto:citymgr@cityofarcata.org)

b. City of Blue Lake

Attention: Amanda Manger Jennie Short

Address: PO Box 458 Blue Lake, CA 95525-0458

Email address: [citymanager@bluelake.ca.gov](mailto:citymanager@bluelake.ca.gov)

c. City of Eureka

Attention: Miles Slattery

Address: 531 K Street Eureka, CA 95501

Email address: [msslattery@eurekaca.gov](mailto:msslattery@eurekaca.gov)

d. City of Ferndale

Attention: Jay Parrish

Address: PO Box 1095 Ferndale CA, 95536

Email address: [citymanager@ci.ferndale.ca.us](mailto:citymanager@ci.ferndale.ca.us)

e. City of Fortuna

Attention: Amy Nilsen

Address: 621 11th Street Fortuna, California 95540

Email address: [anilsen@ci.fortuna.ca.us](mailto:anilsen@ci.fortuna.ca.us)

f. Humboldt County Department of Public Works Solid Waste Division

Attention: Amar C. Ezeh

Address: 1106 Second Street Eureka, California 95501

Email address: [aezeh@co.humboldt.ca.us](mailto:aezeh@co.humboldt.ca.us)

g. City of Rio Dell

Attention: Kyle Knopp

Address: 675 Wildwood Ave. Rio Dell, CA 9562

Email address: [knoppk@cityofriodell.ca.gov](mailto:knoppk@cityofriodell.ca.gov)

h. City of Trinidad

Attention: Joe Tagliaboschi  
Address: PO Box 390 Trinidad, CA 95570  
Email address: [citymanager@trinidad.ca.gov](mailto:citymanager@trinidad.ca.gov)

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements.

Each party hereto agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.

B. Accessibility Requirements.

Each party hereto agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F .R. Section 1194.1, all as may be amended from time to time.

C. Conflict of Interest Requirements.

Each party hereto agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

8. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

9. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of all PARTNERS. No addition to, or alteration of, the terms of this MOU shall be valid

unless made in writing and signed by an authorized representative of each PARTNER hereto.

10. DISPUTE RESOLUTION:

Each party hereto agrees to make their best efforts to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible. If any party believes that a breach of this MOU has occurred or is not satisfied that a dispute has been resolved that party may request to meet and confer with the Humboldt County Administrative Officer and the party 's City Manager.

11. MUTUAL INDEMNIFICATION:

Each party hereto shall hold harmless, defend and indemnify the other parties and their agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities 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 parties or their agents, officers, officials, employees or volunteers.

12. RELATIONSHIPS OF PARTIES:

It is understood that this MOU is by and between eight (8) independent entities and 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.

13. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

14. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by all of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it. This MOU shall be construed in accordance with the provisions of the Professional Services Agreement, appended as Attachment A and in the event of any conflict between the terms of this MOU and the terms of the Professional Services Agreement, the terms of the Professional Services Agreement shall control.

15. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

16. FORCE MAJEURE:

No party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

17. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, each JURISDICTION certifies that it is not a Nuclear Weapons Contractor, in that each JURISDICTION 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.

Each JURISDICTION agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if a JURISDICTION subsequently becomes a Nuclear Weapons Contractor.

18. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. JURISDICTIONS shall inform COUNTY of any and all requests for interviews by the media related to this MOU before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU. Any and all notices required by this provision shall be given to Humboldt County Program Coordinator, Public Works -Solid Waste Division in accordance with the notice requirements set forth herein.

19. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 5(c) - Compensation upon Termination and Section 11 - Indemnification shall survive the expiration or termination of this Agreement.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

22. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

23. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

24. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the others that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and

warrants to the others that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

**CITY OF BLUE LAKE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Amanda Manger



# City of Blue Lake

## Staff Report

**Agenda Item #:** 13

**Meeting Date:** March 24, 2026

**Prepared By:** Jennie Short, City Manager

**Subject:** Adopt City of Blue Lake Hazard Mitigation Plan

**Recommended Action:** That the City Council:

1. Adopt Resolution 1257 titled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE AUTHORIZING THE ADOPTION OF THE HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2025 UPDATE"
2. Other direction as appropriate.

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### **BACKGROUND**

The City of Blue Lake has been working with our various municipal and agency partners on the update and adoption of the City's hazard mitigation plan. The plan has been reviewed by FEMA for consistency and compliance and is now ready for adoption. Once adopted, the plan will be utilized by the City to develop future funding requests to address identified hazards and to assist the City in prioritizing project implementation and disaster planning. Humboldt County adopted the Hazard Mitigation Plan 2025 Update on December 9, 2025, via Resolution 25-184, which is attached for your reference. The City's plan is part of the larger Humboldt County Plan (Volume 1) and is included as an annex to the County-wide plan in Volume 2. The portions of Volume 2 that apply to the City are included as Exhibit A of Resolution 1257. To be eligible for future grant funds, the City needs to adopt the plan. Resolution 1257 is provided for Council's consideration for adoption.

A hard copy of the plan can be found at Blue Lake City Hall, or accessed via the following web link:

Volume 1: <https://humboldt.gov/DocumentCenter/View/149343/Humboldt-County-HMP-Volume-1-2025-09-24-508-ready->

Volume 2: <https://humboldt.gov/DocumentCenter/View/149342/Humboldt-County-HMP-Volume-2-2025-08-29>

### **FISCAL IMPACT**

Potential future grant funds for mitigation of identified hazards.

### **ALTERNATIVES**

None.

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## ATTACHMENTS

1. Humboldt County Resolution 25-184
2. Resolution 1257: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE AUTHORIZING THE ADOPTION OF THE HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2025 UPDATE with Exhibit A

**Review Information:**

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

Comments:

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BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA  
Certified Copy of Portion of Proceedings for the Meeting of December 9, 2025

RESOLUTION NO. 25 – 184

HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2025 UPDATE

**WHEREAS**, all of Humboldt County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

**WHEREAS**, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

**WHEREAS**, a coalition of Humboldt County, Cities, Towns, Tribes and Special Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Humboldt County Operational Area; and

**WHEREAS**, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that the Humboldt County Board of Supervisors: Adopts in its entirety, Volume 1: Area-Wide Elements and Volume 2: Planning Partner Annexes of the Humboldt County Operational Area Hazard Mitigation Plan (HMP). Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified. Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority. Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP. Will help to promote and support the mitigation successes of all HMP Planning Partners.

Dated: 12/9/2025

  
\_\_\_\_\_  
Supervisor Natalie Arroyo, Vice-Chair  
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Madrone, Seconded by Supervisor Bushnell, and the following vote:

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA**  
**Certified Copy of Portion of Proceedings for the Meeting of December 9, 2025**

AYES: Supervisors: -- Arroyo, Bushnell, and Madrone

NAYES: Supervisors: -- None

ABSENT: Supervisors: -- Bohn and Wilson

ABSTAIN: Supervisors: -- None

STATE OF CALIFORNIA

County of Humboldt

I, Tracy Damico, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.

The within instrument is a full, true and correct copy of the original on file in this office.

ATTEST:

TRACY DAMICO  
Clerk of the Board of Supervisors  
of the County of Humboldt,  
State of California

By   
Deputy County Clerk



Kaleigh Maffei  
Deputy Clerk of the Board of Supervisors of the  
County of Humboldt, State of California

## **RESOLUTION NO: 1257**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE AUTHORIZING THE ADOPTION OF THE HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2025 UPDATE**

WHEREAS, all of Humboldt County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Humboldt County, Cities, Towns, Tribes and Special Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Humboldt County Operational Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the City Council of The City Of Blue Lake:

1. Adopts in its entirety, Volume 1: Area-Wide Elements and from Volume 2: Planning Partner Annexes of the Humboldt County Operational Area Hazard Mitigation Plan (HMP), the sections included in Exhibit A attached to this resolution.
2. Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP.
5. Will help to promote and support the mitigation successes of all HMP Planning Partners.

PASSED AND ADOPTED on motion by \_\_\_\_\_, Seconded by \_\_\_\_\_ at a regular meeting of the City Council of the City of Blue Lake on **March 24, 2026**, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
John Sawatsky, Mayor

Attest:

\_\_\_\_\_  
Samantha Green, City Clerk



I, Samantha Green, City Clerk of the City of Blue Lake, do hereby certify that the foregoing resolution, City of Blue Lake Resolution No. 1257 was passed and adopted by the Blue Lake City Council at its regular meeting on March 24, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the City of Blue Lake.

\_\_\_\_\_  
Samantha Green  
City Clerk of the City Council of the City of Blue Lake, County of Humboldt, State of California

Exhibit A

Resolution 1257

Humboldt County Operational Area

# Hazard Mitigation Plan

VOLUME 2

Planning Partner Annexes

Approved December 2025



Cover photo courtesy of Lindsey Esh

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## 5. City of Blue Lake Annex

This section presents the jurisdictional annex for the City of Blue Lake. The jurisdiction's governing body passed a formal resolution to participate in this multi-jurisdictional hazard mitigation plan update. Since the last plan update, there have been no changes in priorities for the City of Blue Lake.

### 5.1. Planning Process

#### 5.1.1. Contact Information

A key part of hazard mitigation planning is engaging the whole community. This plan was developed by planning consultant IEM, with input from the participating jurisdictions, including the City of Blue Lake, the stakeholders and the public. The City of Blue Lake was represented during the planning process by the following individuals listed in Table 76.

**Table 76: City of Blue Lake Points of Contact**

Name	Job Title	Jurisdiction/Agency	Preferred Contact Info (Email and/or Phone)
<b>Garry Rees</b>	City Planner	City of Blue Lake	<a href="mailto:grees@shn-engr.com">grees@shn-engr.com</a>
<b>Mandy Mager</b>	City Manager	City of Blue Lake	<a href="mailto:citymanager@bluelake.ca.gov">citymanager@bluelake.ca.gov</a>
<b>Mike Foget</b>	City Engineer	City of Blue Lake	<a href="mailto:mfoget@shn-engr.com">mfoget@shn-engr.com</a>

#### 5.1.2. Stakeholder Engagement

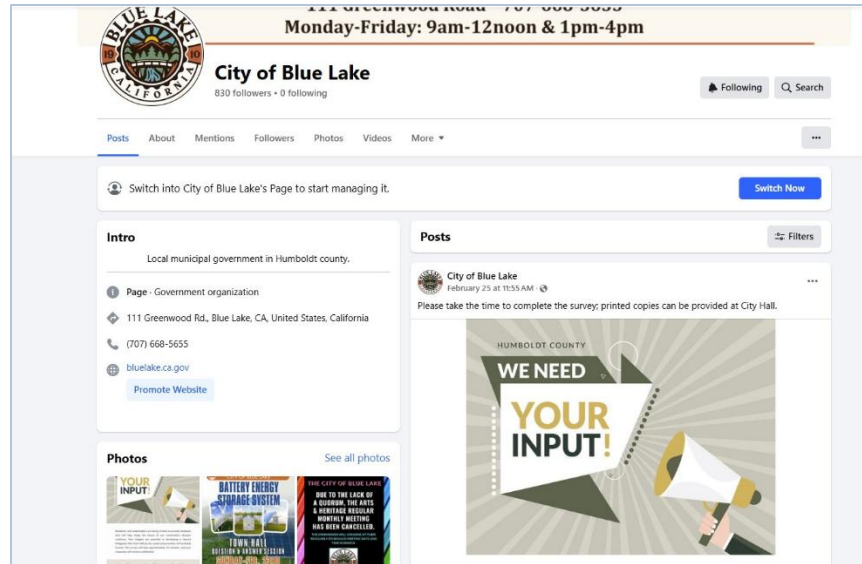
Stakeholders, including local and regional agencies, neighboring communities, representatives of businesses and academia, private organizations, nonprofit organizations and community-based organizations that work directly with and/or provide support to underserved communities and vulnerable populations, were invited to be involved in the planning process and are recognized in Table 77. Stakeholders were invited to the stakeholder meetings through emails, calendar invites and phone calls. Additionally, they were encouraged to complete and share a public survey to gather more information. Lastly, all stakeholders were provided the opportunity to review the draft plan and provide feedback.

Table 77: Stakeholders Invited to Participate

Name	Job Title	Agency or Organization	Preferred Contact Info (Email and/or Phone)	Stakeholder Type
<b>Emily Wood</b>	Parks and Recreation Director	City of Blue Lake	<a href="mailto:ewood@bluelake.ca.gov">ewood@bluelake.ca.gov</a>	1. Local and regional agencies involved in hazard mitigation activities
<b>Christopher Firor</b>	Community Resource Coordinator	City of Blue Lake	<a href="mailto:cfiror@bluelake.ca.gov">cfiror@bluelake.ca.gov</a>	2. Agencies that have the authority to regulate development
<b>Amos Pole</b>	Director of Emergency Management	Yurok Tribe	<a href="mailto:apole@yuroktribe.nsn.us">apole@yuroktribe.nsn.us</a>	3. Neighboring communities, including special districts
-	-	Cal Poly Humboldt Emergency Management	<a href="mailto:EOC@humboldt.edu">EOC@humboldt.edu</a>	4. Representatives of businesses, academia and other private organizations
<b>Simon Knopf</b>	Disaster Program Manager	American Red Cross – Northern CA Coastal Region	<a href="mailto:Simon.knopf@redcross.org">Simon.knopf@redcross.org</a>	5. Representatives of nonprofit organizations, including community-based organizations

### 5.1.3. Public Outreach

Continued public involvement was imperative to the overall success of the plan's implementation. The update process provided an opportunity to solicit participation from new and existing stakeholders, publicize mitigation success stories and seek additional public comment. The plan's maintenance and update will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media and public hearings. Figure 10 illustrates how the public was encouraged to participate in the survey available via QR code link in English, Spanish and Hmong languages. The City of Blue Lake utilized a variety of communications channels that are free and easily accessible such as Facebook and Instagram.



**Figure 10: Public Outreach Methods**

Public feedback was incorporated into the risk assessment, as appropriate, and the list of ideas which the City of Blue Lake reviewed at the Mitigation Action Workshop for inclusion in the list of mitigation actions for this plan update. In terms of hazards, residents were most concerned about vulnerability to earthquakes, flooding and wildfire. They were concerned about the vulnerability of infrastructure and housing in particular. Many thought that the community's infrastructure is not very well prepared for the impacts of climate change. They recommended actions to update infrastructure, such as bridges, roads, power infrastructure and water supply, and improving emergency services in the city. These suggestions were integrated into the city's chosen mitigation actions.

### **5.1.3.1. VULNERABLE POPULATION OUTREACH**

Some Blue Lake residents may be disproportionately affected by natural hazard events for reasons other than proximity to high-risk areas. Vulnerable and underserved residents in Blue Lake may have less access to information and resources to help mitigate risk and increase preparedness for emergencies. To better understand the risks and vulnerabilities the city residents face, this planning update developed a bilingual public survey that collectively identified ways to support, enhance and broaden capacity and resilience at the individual and social network level. Figure 11 displays how the city advertised the survey specifically to vulnerable populations. Some outreach methods included resources such as Nextdoor and website newsflashes since these are more frequently used by underserved populations such as seniors.

The City of Blue Lake placed flyers throughout the community, posted to community bulletin boards, shared the information and flyers on community social media pages and provided printed surveys and flyers to our community resource center. The resource center presented the survey to their senior club group, and several of the seniors provided written responses.

The city also provided the flyer information to the local elementary school and asked that the information be passed on to parents, teachers and staff.

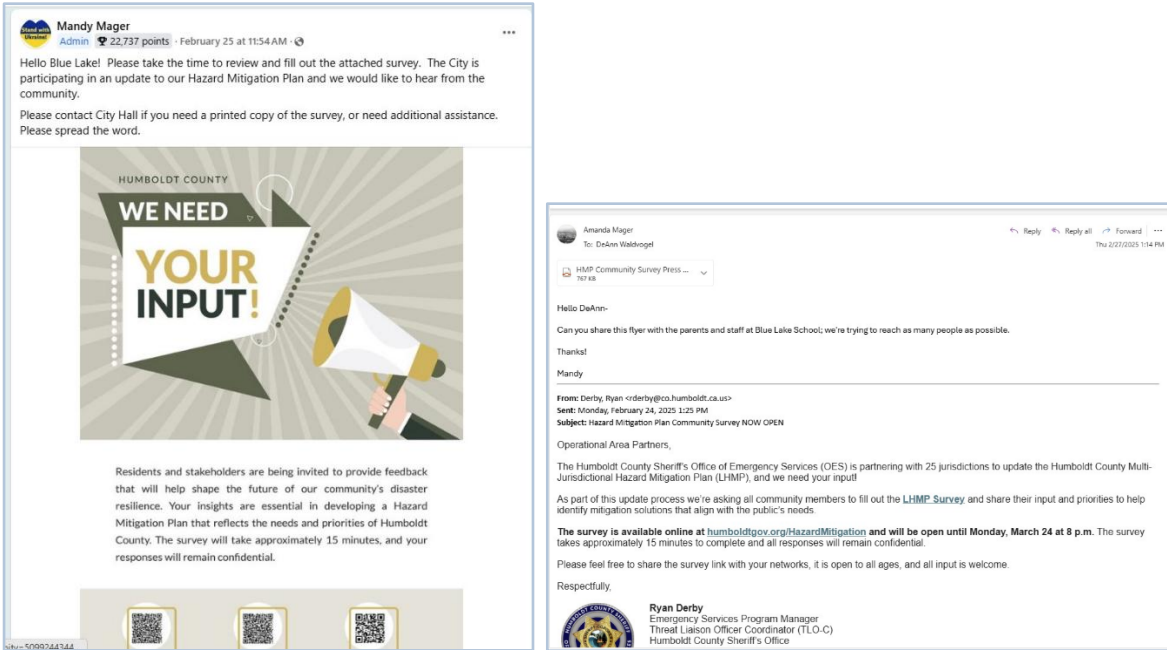


Figure 11: Public Outreach to Vulnerable Populations

### 5.1.4. Plan Integration

#### 5.1.4.1. INTEGRATION INTO LOCAL PLANNING MECHANISMS

This section identifies where such integration is already in place and where there are opportunities for further integration in the future. The successful implementation of this plan will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Existing planning mechanisms into which this plan has been integrated are listed in Table 78.

Table 78: Previous Plan Integration for the City of Blue Lake

Plan Name	Description
<p><b>Capital Improvement Plan (CIP) for Critical Infrastructure</b></p>	<p>The city recently updated its CIP for critical infrastructure (water/wastewater), and the mitigation plan was reviewed to assist in prioritizing investments. This includes resiliency investments, such as installation of solar at the treatment plant, additional investment in remote access supervisory control and data acquisition (SCADA) systems and options for investment in backup systems, etc. The city is in the process</p>

Plan Name	Description
	of replacing two failing wooden water tanks as part of the CIP.
<b>Water/Wastewater CIP-Rate Study Analysis</b>	N/A

The plan must also identify the local planning mechanisms where the updated hazard mitigation information and actions may be integrated in the future. The plan must describe each participant's process for integrating information from the mitigation strategy into their identified planning mechanisms. Table 79 displays how each community will integrate the hazard mitigation plan into other planning mechanisms in the future.

**Table 79: Future Types of Plan Integration for the City of Blue Lake**

Type of Plan	Integration Method
<b>General Plan</b>	The new plan can be integrated into the city's general plan documents. The city is in the process of updating the Circulation Element and Housing Element. The city is required to update its Safety Element as part of implementing the Housing Element. The Safety Element is key to integrating with the Hazard Mitigation Plan.

## 5.2. Risk Assessment

This plan must develop a comprehensive risk assessment to systematically identify the specific hazards and vulnerabilities of the most concern for each jurisdiction, as displayed in Table 80 and Table 81. For further information about these hazards, including extent, please refer to Volume 1 of this HMP.

**Table 80: City of Blue Lake Hazards**

Type of Hazard Event	Jurisdiction Impact? (Yes/No)	If Not, What Is the Rationale for Omitting Hazard?
<b>Dam Failure</b>	Yes	N/A
<b>Drought</b>	Yes	N/A
<b>Earthquake</b>	Yes	N/A
<b>Extreme Cold</b>	No	Blue Lake has not experienced extreme temperatures.

Type of Hazard Event	Jurisdiction Impact? (Yes/No)	If Not, What Is the Rationale for Omitting Hazard?
Extreme Heat	No	Blue Lake has not experienced extreme temperatures.
Flooding	Yes	N/A
Landslide	Yes	N/A
Tsunami	No	Blue Lake is inland of the coast and is not in a tsunami impact zone. We can be impacted by people evacuating tsunami zones, but our community is not at risk of an actual tsunami.
Wildfire	Yes	N/A
Wind	Yes	N/A
Winter Weather	Yes	N/A

Table 81: City of Blue Lake Risk Assessment

Type of Hazard Event	Probability of Future Occurrence	People Impact	Property Impact	Economy Impact	Category
Dam Failure	Low	High	High	High	Medium
Drought	High	High	Medium	Low	High
Earthquake	High	High	High	High	High
Flooding	High	Medium	Medium	Medium	High
Landslide	High	Low	Low	Low	Medium
Wildfire	Medium	Medium	Medium	Medium	Medium
Wind	High	High	Medium	Low	High
Winter Weather	High	High	Medium	Low	High

Note: The process used to assign risk rankings is described in Volume 1.

### 5.2.1. Historical Events and Impacts

The following section lists past occurrences of natural hazards for which specific impacts and damages were recorded in the City of Blue Lake. Other hazard events that broadly affected the entire planning area, including the City of Blue Lake, are listed in the risk assessments in Volume 1.

### 5.2.1.1.HISTORICAL EVENTS

The NCEI database does not always capture localized hazard data. To address this gap, the City of Blue Lake has documented additional significant events, with their impacts detailed below.

#### DAM FAILURE

- No events have occurred for this hazard.

#### DROUGHT

- No events have occurred for this hazard.

#### EARTHQUAKE

- **Dec. 5, 2024:** Business interruption. Damage to personal property, limited damage to foundations.
- **2021:** Damage to personal property, limited damage to foundations.

#### FLOODING

- **2019–2024:** Flood damage to roadways and residential properties; impact to stormwater systems, commercial property damage. Hatchery Road, Chartin Road and Broderick Lane were all impacted by flood waters; travel was restricted during the flood events.
- **Jan. 13, 2024:** Severe flooding from rainstorms caused flooding on Hatchery Road, over pastures and other roadways in Blue Lake. The Blue Lake Patriot Gas Station and the area around the Mad River Brewery were closed due to flooding in the area.

#### LANDSLIDE

- No events have occurred for this hazard.

#### WILDFIRE

- No events have occurred for this hazard.

#### WIND

- No events have occurred for this hazard.

#### WINTER WEATHER

- No events have occurred for this hazard.

## 5.2.2. Jurisdiction-Specific Vulnerabilities and Impacts

Table 82 provides information on a few key vulnerabilities and impacts on the jurisdiction.

**Table 82: City of Blue Lake Vulnerabilities and Impacts**

Hazard	Vulnerabilities and Impacts
<b>Dam Failure</b>	<p><i>Vulnerabilities:</i> The Mad River, which the R.W. Matthews Dam is located on, runs along the southern edge of Blue Lake. If the R.W. Matthews Dam were to fail much of the town, including people and infrastructure, would be vulnerable.</p> <p><i>Impacts:</i> Damage to critical infrastructure including the Mad River Levee, roads and the town’s wastewater treatment plant. Those working in businesses near the river and the unhoused population that camps near the river could be hurt or killed.</p>
<b>Drought</b>	<p><i>Vulnerabilities:</i> Low water supply and/or restrictive water conservation measures could limit the city’s potable water infrastructure and firefighting ability. The entire population is vulnerable to low water supply.</p> <p><i>Impacts:</i> The City of Blue Lake is located on the Mad River to the south and west. A drought would have serious implications on the Mad River and, in turn, Blue Lake. These impacts include: Mandatory or voluntary/encouraged water restrictions, putting strain on the residents of Blue Lake. Agriculture and fishing industries could be seriously impacted due to limited water supplies, including the fishing practices of the indigenous residents of Blue Lake. Indigenous peoples make up 5% of the population of Blue Lake according to the 2020 Census. Systems and capabilities could be diminished, such as available water for firefighting. Recreation, including fishing, boating and swimming in the Mad River could be affected by low water levels and the risk of bacteria growth.</p>

Hazard	Vulnerabilities and Impacts
<b>Earthquake</b>	<p><i>Vulnerabilities:</i> The entire population, structures and critical infrastructure in Blue Lake are vulnerable to an earthquake. The City is situated near multiple active faults that could produce a major earthquake. Even with modern seismic building codes, structures, infrastructure and people in Blue Lake are vulnerable to major earthquakes.</p> <p><i>Impacts:</i> In all four of the HAZUS earthquake scenarios run for this hazard mitigation plan, the City of Blue Lake suffered tens to hundreds of millions of dollars in damage. The impacts from these earthquakes include the following: People could suffer severe injuries which are exacerbated by limited access to medical facilities. Historic buildings not seismically retrofitted could be seriously damaged. Critical infrastructure could stop functioning including Blue Lake Fire Department facilities and the Blue Lake wastewater treatment plant. Roadways/highways, including Trinity Highway, could be damaged limiting the effectiveness of emergency response. Power outages, including at Blue Lake Power, a local biomass energy producer, causing interruptions to communications and the economy. Fires and/or gas leaks can create risk to people and property.</p>
<b>Flooding</b>	<p><i>Vulnerabilities:</i> According to FEMA FIRM maps, the City of Blue Lake is vulnerable to flooding on its southern and western borders where it is adjacent to the Mad River. Populations and infrastructure in those areas are most vulnerable to flooding.</p> <p><i>Impacts:</i> People who live near the Mad River could experience significant flooding. The unhoused population, who often camp near creeks/bay could be hurt or killed in significant flood. Infrastructure, including the wastewater treatment plant, which can be overwhelmed by high flows via inflow and infiltration. Impassable roadways, including Trinity Highway, isolating residents, impacting businesses and impeding emergency access. Erosion, impacting natural resources and putting roads and structures at risk.</p>

Hazard	Vulnerabilities and Impacts
<b>Landslide</b>	<p><i>Vulnerabilities:</i> The east and north sides of Blue Lake are most vulnerable to landslides in the City. The City is located in a valley with steep mountain slopes buttressing the City to the east and north. These slopes can cause landslides. The infrastructure, including Highway 299, and people that exist on this side of the City are most vulnerable to landslides.</p> <p><i>Impacts:</i> Impassable and damaged roadways, including Highway 299, isolating residents, causing business interruptions through limited supply chain and impeding emergency access. Large sediment deposits into rivers/streams, such as Powers Creek, impacting natural resources. Dangerous conditions for people in residences and vehicles traveling on Highway 299.</p>
<b>Wildfire</b>	<p><i>Vulnerabilities:</i> While the City of Blue Lake does not have a high level of vulnerability to wildfire, parts of the eastern border of the town are in the moderate wildfire severity zone defined by CAL FIRE. The homes, businesses, people and infrastructure on this side of Blue Lake are at a higher vulnerability than other sections of the City.</p> <p><i>Impacts:</i> Smoke/air quality impacts on people, particularly those with medical conditions. Residents in the Wildland-Urban Interface on the eastern border of the City are at higher risk. Wildfires in surrounding region causing transportation impacts (road closures).</p>
<b>Wind</b>	<p><i>Vulnerabilities:</i> The entire community is located in Wind Zone I which could experience high winds up to 130 mph. All people, property and infrastructure is vulnerable to wind. Transportation routes are vulnerable to disruption due to downed trees and power lines. Infrastructure and facilities that do not have backup power supplies are vulnerable.</p> <p><i>Impacts:</i> Downed power lines, resulting in power outages and loss of heat, food and economic activity. Downed trees threatening structures and blocking roadways, causing transportation issues and hindering emergency response. Downed trees and power lines posing risk to people</p>

Hazard	Vulnerabilities and Impacts
<b>Winter Weather</b>	<p><i>Vulnerabilities:</i> Although snow does not occur regularly, it is possible to get small amounts of snow occasionally. Hail and heavy rains are also possible from winter storms. The elderly are at elevated vulnerability as well due to the impact on transportation systems.</p> <p><i>Impacts:</i> Hail, heavy rain and occasional snow, affecting roadways and transportation and increasing the potential for auto accidents. People without shelter, like the unhoused population, can face health impacts such as hypothermia from winter weather conditions. Those with mobility challenges, like the elderly, may be unable to access needed care due to road conditions.</p>

### 5.2.2.1. DEVELOPMENT CHANGES

Table 83 summarizes development trends in the City of Blue Lake since the preparation of the previous hazard mitigation plan, as well as expected future development trends.

**Table 83: Recent and Expected Future Development Trends**

Type of Development	Recent Development	Future Development	Overall Vulnerability (Increased, Decreased, No Change)
<b>Residential</b>	Single-family residences and ADUs	Residential development of several types	Increased vulnerability in the Powers Creek District (e.g., 500-year floodplain, dam failure inundation zone)
<b>Commercial</b>	None	Mixed-use project containing commercial uses on the ground floor	Increased vulnerability in the Powers Creek District (e.g., 500-year floodplain, dam failure inundation zone)
<b>Industrial</b>	Expansion of industrial contractor activities	None	Increased vulnerability in the Powers Creek District (e.g., 500-year floodplain, dam failure inundation zone)

## 5.3. Capability Assessment

Local mitigation capabilities are essential for reducing the impact of hazards on communities. Local authorities can effectively mitigate hazards by leveraging existing authorities, policies, programs and resources. The City of Blue Lake performed an assessment of its existing capabilities for implementing hazard mitigation actions. The capability assessment is evaluated upon a multifaceted approach including the following:

- Planning and Regulatory Capabilities
- Administrative and Technical Capabilities
- Financial Capabilities
- Education and Outreach Capabilities

### 5.3.1. Planning and Regulatory Capabilities

Table 84 and Table 85 summarize the City of Blue Lake’s planning and regulatory capabilities, including plans, policies, codes and ordinances that prevent and reduce the impacts of hazards.

**Table 84: Plans**

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
<b>General Plan</b>	Yes. Assembly Plan: No	The city has implemented policies in the Safety Element for the purpose of mitigating hazards (i.e., limiting development in hazard areas, requiring technical studies and mitigation for development in hazard areas). The city does not have a hard date for updating the General Plan; the plan is still very relevant, and the city is focused on updating the required elements as funding and capacity is available to do so.	Last Update: 04/2021 Next Update: 01/2028

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
<b>Recovery Plan</b>	Yes	Our recovery plan is limited to our water and wastewater systems. The plan identifies operational options in the event of service interruption on various levels. The recovery plan allows the city to plan for infrastructure improvements and asset protection actions and investments. The city does not have a specific date for updating; this will take place as time, funding and staff capacity become available.	Last Update: 10/2016 Next Update: 01/2028
<b>Capital Improvement Plan</b>	Yes	The capital improvement plan for our water and wastewater systems identifies progressive investment in infrastructure upgrades and replacement actions. We have used the plan to apply for funding for our water tank replacement project, as well as various improvements to our wastewater treatment plant to build resiliency and efficiency and to mitigate for wildfire hazards. This includes the installation of solar panels and remote monitoring upgrades.	Last Update: 12/2022 Next Update: 01/2028
<b>Climate Change Adaptation Plan</b>	N/A	N/A	N/A

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
<b>Community Wildfire Protection Plan</b>	Yes	The city could utilize the plan to make infrastructure investments, including fire hydrant installations and water drafting tank installations. The city can work with our surrounding jurisdictions to implement fuel reduction programs and encourage residents to implement Firewise development standards throughout the planning, design and building permit process. The city could promote the use of building materials that are less prone to wildfire hazards. The city could amend its municipal code to promote or require fire-safe/resilient standards.	Last Update: 01/2019 Next Update: 01/2028
<b>Economic Development Plan</b>	N/A	N/A	N/A

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
<b>Land Use Plan</b>	Yes	The Land Use and Safety Element identifies various environmental and natural hazards that are considered for development purposes. The recognition of these hazards would allow the city to utilize the General Plan as a tool for the implementation of mitigation actions. The city does not have a specific date for updating; this will take place as time, funding and staff capacity become available.	Last Update: 04/2021 Next Update: 01/2028
<b>Local Emergency Operations Plan</b>	Yes	The Emergency Operations Plan (EOP) can be used to pre-position resources and implement mitigation actions that can provide resilience and response operation sustainability (i.e., installation of secondary communication systems, electrical systems, potable water resources, mutual aid agreements, etc.) The EOP allows the city to evaluate all-hazard events and take preventative mitigation actions to either mitigate, reduce or resolve potential impacts.	Last Update: 10/2017 Next Update: 01/2026

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
<b>Stormwater Management Plan</b>	No	The city has a limited objective storm water management plan; the plan would need to be updated to address mitigation actions.	The city does not have a specific date for updating; this will take place as time, funding and staff capacity become available.
<b>Transportation Plan</b>	No	The transportation plan can be used to identify issues related to disaster response, ingress/egress routes for evacuation issues and long-term planning objectives to meet the needs of the community. The city does not have a specific date for preparing a transportation plan; this will take place as time, funding and staff capacity become available.	N/A
<b>Substantial Damage Plan</b>	N/A	The plan can identify higher-level impacts and provide opportunities for the city to plan for response actions, as well as provide opportunities to implement mitigation strategies to reduce potential impacts.	N/A

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
Debris Management Plan	No	The debris management plan could be used to identify resource needs and pre-position assets necessary to manage an incident. This could include vendor identification, spoils sites identification and specialized training and identification of special hazards. The city does not have a specific date for updating; this will take place as time, funding and staff capacity become available.	N/A

Table 85: Regulations and Ordinances

Regulation or Ordinance	Does This Effectively Reduce Hazard Impacts?	Is It Adequately Administered and Enforced?	When Was It Last Updated? When Will It Next Be Updated?
Building Code	Yes	Yes	Last Update: 01/2022 Next Update: 07/2026
Flood Insurance Rate Maps	Yes	Yes	Last Update: 1/2016 Next Update: 1/2027
Floodplain Ordinance	Yes	Yes	Last Update: 01/2021 Next Update: 01/2028
Subdivision Ordinance	Yes	Yes	Last Update: 01/1996 Next Update: 01/2028
Zoning Ordinance	Yes	Yes	Last Update: 02/2024 Next Update: 01/2026
Natural Hazard Specific Ordinance	N/A	N/A	N/A

Regulation or Ordinance	Does This Effectively Reduce Hazard Impacts?	Is It Adequately Administered and Enforced?	When Was It Last Updated? When Will It Next Be Updated?
Acquisition of Land for Open Space and Public Recreation Use	N/A	N/A	N/A
Prohibition of Building in At-Risk Areas	No	N/A	N/A

### 5.3.2. Administrative and Technical Capabilities

Table 86 and Table 87 summarize the City of Blue Lake’s administrative and technical capabilities, including the staff and their respective skills and the available tools to support mitigation actions.

**Table 86: Administrative Capabilities**

Administrative Capability	Status (Non-Vacant, Vacant)	Is Staffing Adequate?	Is Staff Trained on Hazards?	Is Coordination Effective?
Chief Building Official	Non-Vacant	Yes	Yes	Yes
Grant Writer	Vacant	N/A	N/A	N/A
Civil Engineer	Non-Vacant	No	Yes	Yes
Community Planner	Non-Vacant	No	Yes	Yes
Emergency Manager	Non-Vacant	Yes	Yes	Yes
Floodplain Administrator	Non-Vacant	No	No	No
Geographic Information System (GIS) Coordinator	Vacant	N/A	N/A	N/A
Planning Commission	Non-Vacant	No	No	No
Fire Safe Council	Non-Vacant	N/A	N/A	N/A
Community Emergency Response Team (CERT)	Non-Vacant	No	Yes	Yes

Administrative Capability	Status (Non-Vacant, Vacant)	Is Staffing Adequate?	Is Staff Trained on Hazards?	Is Coordination Effective?
Active Organizations Active in Disaster	Vacant	N/A	N/A	N/A

Table 87: Technical Capabilities

Technical Capability	Utilized? (Y/N)	How Has the Capability Been Used to Assess or Mitigate Risk in the Past?	How Can the Capability Be Used to Assess or Mitigate Risk in the Future?
Hazard Data and Information	Yes	The city utilizes various data sources to review projects; this includes flood hazard data, infrastructure data, geologic and biological data and historical data. This data is utilized to assess risks and mitigate impacts.	The city would benefit through greater use of GIS-based data; having access to GIS data layers that delineate hazards and environmental constraints would provide greater continuity of planning for hazards and lessen data gaps that can result in future mitigation needs.
GIS	No	N/A	N/A
Mutual Aid Agreements	Yes	Our mutual aid agreements have been utilized on a limited basis; they have mostly revolved around infrastructure impacts, emergency response and continuity of operations.	Mitigation measures could include pre-positioning of equipment and materials, along with cross-jurisdictional training and integrated data systems that can allow for remote operations.

### 5.3.3. Financial Capabilities

Table 88 summarizes the City of Blue Lake’s financial capabilities, which refer to the resources to fund mitigation actions. Discussing the funding and financial capabilities of the city is important to determine the kinds of projects that are feasible given their cost.

Table 88: Financial Capabilities

Funding Resource	Used? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant
Capital Improvement Project Funding	Yes	No	Yes	Yes
General Funds	Yes	Yes. Upgrades to city facilities that are used as emergency shelters and operation facilities.	Yes	Yes
Hazard Mitigation Grant Program (HMGP/404)	Yes	The city has applied for funds to replace two wooden water storage tanks.	Yes	No
Building Resilient Infrastructure and Communities (BRIC)	No	N/A	N/A	N/A
Flood Mitigation Assistance (FMA)	Yes	Hazard mitigation funding: We have applied for funding to acquire two flood-prone properties through Cal OES/FEMA.	Yes	No
Community Development Block Grant (CDBG)	Yes	The city has utilized CDBG funding in the past to address ADA barriers, as well as to provide funding to homeowners to rehabilitate their residences.	Yes	Yes
Natural Resources Conservation Services (NRCS) Programs	Yes	Planning grant to develop recreation access.	Yes	Yes
U.S. Army Corps of Engineers (USACE) Programs	No	N/A	N/A	N/A

<b>Funding Resource</b>	<b>Used? (Y/N)</b>	<b>What Types of Activities?</b>	<b>Can Be Used to Fund Future Mitigation Actions?</b>	<b>Can Be Used as a Local Match for a Federal Grant</b>
<b>Property, Sales, Income or Special Purpose Taxes</b>	Yes	No	Yes	Yes
<b>Stormwater Utility Fee</b>	No	N/A	N/A	N/A
<b>Fees for Water, Sewer, Gas or Electric Services</b>	Yes	Yes. Water/wastewater fees have funded backup generators for the systems. The city has received HMGP funding to replace two redwood water tanks; the enterprise funds will be utilized to meet match requirements.	Yes	Yes
<b>Impact Fees from New Development and Redevelopment</b>	Yes	The city has used water and wastewater connection fees to increase capacity and has used drainage fees to support subdivision development.	Yes	Yes
<b>General Obligation or Special Purpose Bonds</b>	No	N/A	N/A	N/A
<b>Federal-Funded Programs</b>	Yes	Federal funds related to creek restoration projects that mitigate flood impacts.	N/A	N/A

Funding Resource	Used? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant
<b>State-Funded Programs</b>	Yes	Programs: Creek restoration activities to mitigate flooding. We have used state funds to install solar at our wastewater treatment plant. Activities: Flood mitigation; resilience activities. Pedestrian and Traffic Safety: State funds have been used to improve pedestrian accessibility and multimodal access and safety.	Yes	Yes
<b>Private Sector or Nonprofit Programs</b>	Yes	No	Yes	Yes

### 5.3.4. Education and Outreach Capabilities

Table 89 summarizes the City of Blue Lake’s education and outreach capabilities, which refer to programs and actions that can communicate information about and encourage risk reduction.

**Table 89: Education and Outreach**

Education and Outreach Capability	Used? (Y/N)	Does It Incorporate Hazard Mitigation?	Notes
<b>Community Newsletter(s)</b>	No	N/A	N/A
<b>Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week, School Programs)</b>	No	N/A	N/A

<b>Education and Outreach Capability</b>	<b>Used? (Y/N)</b>	<b>Does It Incorporate Hazard Mitigation?</b>	<b>Notes</b>
<b>Public Meetings/Events</b>	Yes	Yes	Yearly safety fair; the city has an active fire department and an active CERT. We have a public safety commission that works on various community safety issues, including disaster preparedness and recovery.
<b>Emergency Management Listserv</b>	No	N/A	N/A
<b>Local News</b>	Yes	Yes	N/A
<b>Distributing Hard Copies of Notices (e.g., Public Libraries, Door-to-Door Outreach)</b>	Yes	Yes	N/A
<b>Insurance Disclosures/ Outreach</b>	No	N/A	N/A
<b>Organizations that Represent, Advocate for or Interact with Underserved and Vulnerable Communities</b>	Yes	Yes	Blue Lake Community Resource Center; Blue Lake Union Elementary School
<b>Social Media</b>	Yes	Yes	Facebook and city website

### 5.3.5. Opportunities to Expand and/or Improve Capabilities

The capability assessment findings were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. These opportunities are included in Table 90. Where such opportunities were identified and determined to be feasible, they are included in the action plan.

**Table 90: Opportunities to Expand and/or Improve**

<b>Capability Type</b>	<b>Opportunity to Expand and/or Improve</b>
<b>Planning and Regulations</b>	The city would benefit from targeted planning related to specific risks; one such plan could be the Community Wildfire Protection Plan (CWPP). With the recent receipt of new fire mapping and designation from CAL FIRE, it will be important for Blue Lake to address potential mitigation projects and development standards to reduce fire hazards. The city is also working on flood mitigation projects and specific planning related to resiliency improvements for our critical infrastructure would be beneficial. Planning actions are critical to implementation opportunities.
<b>Administrative and Technical</b>	The city has very limited staffing; we currently have a City Manager who fulfills numerous roles in the city and limited contract services for engineering, planning and building official activities. The city greatly benefits from grant programs and combined action programs such as this update to help alleviate staff and funding burdens. Access to GIS data layers, as well as additional planning efforts with the county to address critical issues such as wildfire through more community planning processes, would be very beneficial. The City of Blue Lake is surrounded by county jurisdiction, which provides a lot of opportunities for cross-benefit planning and implementation.
<b>Financial</b>	The city would greatly benefit from grant writing resources and assistance; currently, the City Manager and our contract services team write grants for the city. This is costly to contract out, and the City Manager has limited time to dedicate to grant writing efforts. Collaborative approaches to grants and implementation strategies will greatly benefit the city.
<b>Education and Outreach</b>	The city does not have the staff or financial capacity to maintain an active flood management program. Any assistance in this arena—utilizing online resources and access to community-specific GIS layers, etc.—could greatly benefit the community and could be a low-cost option for the city.

## 5.4. National Flood Insurance Program

The City of Blue Lake has been a participant in the National Flood Insurance Program (NFIP) since 1982. Details of NFIP policies in the City of Blue Lake are in Table 91. Additional NFIP information is in Table 92 through Table 94. Continued compliance with NFIP standards is expected for the City of Blue Lake.

Table 91: City of Blue Lake NFIP Details

Community Name	Community Number	Total Premium + FPF <sup>8</sup>	Total Policy Count	Total Coverage	Total Losses
Blue Lake, City of	060438	\$10,498.00	12	\$2,840,000.00	2

Table 92: Floodplain Management

Question	Response
Who is the floodplain manager? Is this their primary or secondary role?	The City Manager; this is a secondary role.
Does the floodplain manager have adequate training and capacity for their role? If not, what else is needed?	No. Additional training on roles and responsibilities.
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Floodplain rules are enforced through the permitting process and monitoring for compliance.
When was the community's most recent Community Assistance Visit (CAV)?	01/2019
Were any violations noted on the community's most recent CAV?	No
Is there an upcoming CAV? If no, is one needed?	Upcoming CAV? No Is one needed? No
When was the most recent floodplain management ordinance adopted?	01/2025
Does your community participate in the Community Rating System (CRS)? If so, describe the steps the community has taken to achieve the CRS goals.	No
Does the community's floodplain management ordinance include any higher standards? If so, please list.	No
Who is responsible for permitting?	The city is the permitting authority.

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<sup>8</sup> FPF: Federal Policy Fee

Question	Response
<b>How does the community issue development permits in the special flood hazard area?</b>	We have not issued permits in special flood hazard areas to date.
<b>Does the community maintain elevation certificates?</b>	No
<b>Does the community track the number of buildings in the special flood hazard area? If yes, are there any trends?</b>	Yes. No data to track.
<b>How many repetitive loss (RL) structures does the community have? (List number and type of structure)</b>	0
<b>How many severe repetitive loss (SRL) structures does the community have? (List number and type of structure)</b>	0
<b>Have any RL/SRL properties been mitigated since the last plan update?</b>	None
<b>Who is responsible for making substantial damage/substantial improvement determinations?</b>	Building Inspector and Floodplain Manager
<b>How does the substantial damage/substantial improvement process work in your community?</b>	Highly coordinated effort between the building inspector and floodplain manager to make sure they proper document this information
<b>Is there sufficient staff and training to make substantial damage/substantial improvement determinations?</b>	No
<b>How are substantial damage/substantial improvement requirements messaged to the public before and after an event?</b>	City of Blue Lake has not yet had to advertise but would likely put on website and reach out to areas heavily impacted.
<b>Have any substantially damaged/substantially improved structures been mitigated since the last plan update?</b>	No
<b>How will the community remain in compliance with the NFIP moving forward?</b>	By ensuring that all new construction is done per the latest building and FEMA codes

Table 93: Floodplain Mapping

Question	Response
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	This has not been an issue to date; I believe we would go through the Map Amendment process.
When did the latest Flood Insurance Rate Map (FIRM) become effective?	01/2016
When was the latest FIRM adopted?	01/2016
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	Yes. FEMA website.
Does the community use any Risk MAP products? If so, describe.	No
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	Yes

Table 94: Flood Insurance and Outreach

Question	Response
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	Unknown
How does the community engage with insurance agents on flood insurance?	Unknown
Does the community (or state) have flood hazard disclosure laws?	No
How familiar is the public with their flood insurance options?	Unknown
How many properties have flood insurance in the community?	12
Are there any areas where flood insurance is lacking?	No

## 5.5. Mitigation Strategy

The City of Blue Lake has adopted the same goals and prioritization process as Humboldt County, which is in Volume 1. Previous mitigation actions and their statuses are in Table 95, while new mitigation action items and those carried forward from the previous plan are in Table 96.

### 5.5.1. Previous Mitigation Actions

**Table 95: Previous Mitigation Actions**

<b>Mitigation Action</b>	<b>Description</b>	<b>Status</b>
<b>BL1</b>	Where appropriate, support retrofitting, purchase or relocation of structures or infrastructure located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.	Deferred: The city is working toward these improvements when grant funding becomes available or budget resources become available.
<b>BL2</b>	Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including the zoning ordinance and climate action plan.	Deferred-Ongoing: The city is working to update various plans and ordinances as grant funds or other budget resources are available.
<b>BL3</b>	Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.	Deferred: The city is an active participant.
<b>BL4</b>	Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements: <ul style="list-style-type: none"> <li>• Enforce the flood damage prevention ordinance.</li> <li>• Participate in floodplain identification and mapping updates.</li> <li>• Provide public assistance/information on floodplain requirements and impacts.</li> </ul>	Deferred: This is an ongoing effort for the city.

Mitigation Action	Description	Status
<b>BL5</b>	<p>Identify and pursue strategies to increase adaptive capacity to climate change including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Incorporate resiliency planning and implementation strategies for solar and alternative energy sources for critical facilities.</li> <li>• Pursue restoration projects that improve capacity of local streams to carry higher volumes of flood water.</li> <li>• Pursue opportunities to integrate wildland fire management objectives into planning and policy development, including adaptive management strategies for evacuation scenarios, fuel break adaptations, community outreach and planning, construction standards and water supply sources for wildland fire management operations.</li> <li>• Identify system redundancy needs, including looping water supply lines, alternative water sources and wastewater system needs.</li> </ul>	<p>Deferred: The city is actively pursuing opportunities to implement adaptive strategies; this work is being done as grant resources are available. The city partners with various nonprofits and other agencies to leverage resources for implementation, but is limited due to increasing costs and capital outlay requirements.</p>
<b>BL6</b>	<p>Purchase generators for critical facilities and infrastructure that lack adequate backup power, including Prash Hall, the City Corporation Yard, the booster station and the wastewater treatment plant.</p>	<p>Deferred: The city has installed solar energy at the treatment plant but requires additional infrastructure to increase resilience and operational continuity in the event of a disaster or other event.</p>
<b>BL7</b>	<p>Map all municipal infrastructure utilizing GIS hardware/software to effectively mitigate impacts during natural and/or human-caused disasters and events. Creating a central database of critical infrastructure, including water and wastewater lines, valves, supply lines, etc. is critical to an efficient and effective response to critical events.</p>	<p>Deferred: The city has begun mapping our critical infrastructure but does not have the funding to create a comprehensive and effective information retrieval system.</p>

Mitigation Action	Description	Status
BL8	Develop and implement a program to capture perishable data after significant events (e.g., high-water marks, preliminary damage estimates, damage photos) to support future mitigation efforts including the implementation and maintenance of the hazard mitigation plan.	Deferred: The city does not have the financial resources necessary to fully integrate data into an effective and comprehensive system.
BL9	Develop a post recovery and debris management plan.	Deferred
BL10	Develop and/or update plans that support or enhance continuity of operations following disasters.	Deferred
BL11	Complete levee repairs necessary to certify the Mad River Levee.	Deferred: This is an ongoing project that requires ongoing attention and capital infusion.
BL12	Adopt a long-term capital improvement plan, which provides the City the financial capability to fund capital projects that could include hazard mitigation projects.	Deferred: The city has developed a CIP for our water and wastewater systems that emphasizes system operations but does not adequately address mitigation efforts or needs.
BL13	Investigate Emergency water inter-ties between neighboring jurisdictions.	Deferred
BL14	Evaluate the need for fuel storage tanks on-site at Key Asset facilities and other important facilities to support the sustainability of emergency power operations.	Deferred
BL15	Implement Army Corps of Engineers recommended remedial actions at identified during 10/17/2012 levee inspection.	Deferred

## 5.5.2. Updated Mitigation Actions

Table 96: 2025 Mitigation Actions<sup>9</sup>

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
BL1	Support countywide actions	High	Humboldt County	Dam failure, drought, earthquake, flooding, landslides, wildfire, wind, winter weather	Enterprise Funds, HMGP	Over \$5,000,000	Short-term	New	Yes	All Community Lifelines
BL2	Installation of generators at the wastewater treatment plant	High	City of Blue Lake	Earthquake, wind, winter weather, flooding	Enterprise Funds, HMGP	\$100,000-\$500,000	Short-term	New	Yes	Yes, Water Systems
BL3	Flood prone property acquisition	High	City of Blue Lake	Flooding	Enterprise Funds, HMGP	Over \$5,000,000	Medium-term	Existing	No	No
BL4	Solar and battery storage installation at wastewater treatment plant: to ensure operational resiliency during emergency events and to reduce operational costs and reliance on fossil fuel-based systems.	High	City of Blue Lake	Earthquake, wind, winter weather, flooding	Enterprise Funds, HMGP	Over \$5,000,000	Medium-term	Both	Yes	Yes, Water Systems
BL5	Replace seismic activity prone water delivery systems to prevent failures during earthquake events	High	City of Blue Lake	Earthquake	Enterprise Funds, HMGP	Over \$5,000,000	Medium-term	New	Yes	Yes, Water Systems
BL6	Replace seismic activity prone wastewater delivery systems to prevent failures during earthquake events	High	City of Blue Lake	Earthquake	Enterprise Funds, HMGP	Over \$5,000,000	Medium-term	New	Yes	Yes, Water Systems

<sup>9</sup> HMGP: Hazard Mitigation Grant Program

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
<b>BL7</b>	Prasch Hall and City Hall: earthquake retrofits	High	City of Blue Lake	Earthquake	Enterprise Funds, HMGP	\$100,000-\$5000,000	Medium-term	Existing	Yes	Yes
<b>BL8</b>	City Hall and Prasch Hall-install solar and battery energy storage system to ensure operational resiliency and to reduce operational costs	High	City of Blue Lake	Earthquake, wind, winter weather, flooding	Enterprise Funds, HMGP	\$100,000-\$500,000	Short-term	New	Yes	Yes, Energy
<b>BL9</b>	Powers Creek-Conduct streambank stabilization activities along the creek to reduce flooding of residences and businesses.	High	City of Blue Lake	Flooding, winter weather, wind	HMGP	\$100,000-\$500,000	Short-term	Existing	No	Yes
<b>BL10</b>	Powers Creek-Conduct stabilization improvements to prevent streambank failures through the downtown section of the creek	High	City of Blue Lake	Earthquake, flooding, winter weather	Enterprise Funds, HMGP	\$100,000-\$500,000	Medium-term	Existing	No	No
<b>BL11</b>	Seismic upgrades to the facilities at the wastewater treatment plant to prevent operational loss and damage	High	City of Blue Lake	Earthquake	Enterprise Funds, HMGP	\$100,000-\$500,000	Short-term	Existing	Yes	Yes, Water Systems
<b>BL12</b>	Partner with the county on fuel reduction activities for properties surrounding city limits	High	Humboldt County	Wildfire	Enterprise Funds, HMGP	\$100,000-\$500,000	Short-term	Existing	Yes	Yes
<b>BL13</b>	Partner with the county on levee upgrades and improvements to prevent flood damage	High	Humboldt County	Flooding, earthquake, winter weather	HMGP, General Fund	\$100,000-\$500,000	Short-term	Existing	Yes	Yes
<b>BL14</b>	Purchase and install back-up generators at critical facilities, including Prasch Hall, skinner store and water booster stations.	High	City of Blue Lake	Earthquake, wind, winter weather, flooding	Enterprise Funds, HMGP	\$100,000-\$500,000	Short-term	New	Yes	Yes, Energy

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
BL15	Prasch Hall Improvements: Facility upgrades to facilitate the designation as an emergency shelter (Install shower facilities and upgraded bathrooms, install storage systems to facilitate shelter operations)	High	City of Blue Lake	Dam failure, drought, earthquake, flooding, landslide, wildfire, wind, winter weather	Enterprise Funds, HMGP	\$100,000-\$500,000	Medium-term	Both	Yes	Yes, Food, Shelter and Hydration
BL16	Conduct seismic upgrades and wildfire resiliency improvements to the city's water tanks	High	City of Blue Lake	Earthquake, wildfire	Enterprise Funds, HMGP	Over \$500,000	Short-term	Both	Yes	Yes, Water Systems
BL17	Residential earthquake retrofit program	High	City of Blue Lake	Earthquake	Enterprise Funds, HMGP	\$100,000-\$500,000	Medium-term	Existing	Yes	Yes
BL18	Powers Creek culvert replacement (multiple)	High	City of Blue Lake	Flooding, earthquake, winter weather	Enterprise Funds, HMGP	\$100,000-\$500,000	Medium-term	Existing	Yes	Yes
BL19	Powers Creek water and wastewater delivery line crossing replacement	High	City of Blue Lake	Flooding, earthquake, wind, winter weather	Enterprise Funds, HMGP	Under \$100,000	Medium-term	Existing	Yes	Yes, Water Systems

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# City of Blue Lake

## Staff Report

**Agenda Item #:** 14  
**Meeting Date:** March 24, 2026  
**Prepared By:** Jennie Short, City Manager  
**Subject:** Memorandum of Understanding with HCAOG for PAACT project  
**Recommended Action:** That the City Council:  
1. Authorize the City Manager to execute the Memorandum of Understanding with Humboldt County Association of Governments for Partnering Assets & Authorities for Comprehensive Transit (PAACT) project  
2. Other direction as appropriate.

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### BACKGROUND

The City of Blue Lake has been working with the Humboldt County Association of Governments on the Partnering Assets & Authorities For Comprehensive Transit (PAACT) project. So far the kickoff meeting has been held and the consultant is underway on the scope of services. Each agency that is part of HCOAG has made a commitment to share in the cost of this regional transportation study. The attachment memorandum of understanding allows for HCOAG to reimburse the City for any SHN or staff time spent working on this project. The total available for reimbursement is \$8,000 with the City's share being \$1,000.

### FISCAL IMPACT

\$8,000 in reimbursement for staff or SHN time (cost recovery basis) with \$1,000 of match from City funds.

### ALTERNATIVES

None.

### ATTACHMENTS

1. MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CITY OF BLUE LAKE AND HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS FOR PARTNERING ASSETS & AUTHORITIES FOR COMPREHENSIVE TRANSIT (PAACT)

#### Review Information:

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

Comments:

# COUNCIL REVIEW DRAFT

## MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CITY OF BLUE LAKE

Address: 111 Greenwood Road, CA 95501

AND

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

Address: 611 I Street, Suite B, Eureka, CA 95501

FOR

## PARTNERING ASSETS & AUTHORITIES FOR COMPREHENSIVE TRANSIT (PAACT)

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the City of Blue Lake, a political subdivision of the State of California, herein referred to as “CITY OF BLUE LAKE,” and the Humboldt County Association of Governments, a Joint Powers Agency, herein referred to as “HCAOG,” is made upon the following considerations:

WHEREAS, successful regional transit networks require a high degree of active collaboration with the local transit agencies, local and tribal governments, and agencies with land-use authority; and

WHEREAS, Caltrans’ Sustainable Transportation Planning Grant Program includes Strategic Partnerships–Transit grants, whose purpose is to fund transit-focused, multi-modal planning studies of regional, interregional and statewide significance, and whose objective is to strengthen government-to-government partnerships; and

WHEREAS, the Strategic Partnerships–Transit grants are intended to accomplish Federal Planning Factors such as to “Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;” and

WHEREAS, HCAOG has adopted, in the 2022 Regional Transportation Plan (*Variety in Rural Options of Mobility 2022-2042*), Public Transportation objectives to “Coordinate long-range transit planning with land use policy, environmental policy, and development projects to help achieve a balanced transportation system” and to “Double transit trips by 2025, and again by 2030, and again by 2040;” and

WHEREAS, HCAOG’s 2022 Regional Transportation Plan ratifies Policy Land-5, “Transportation for compact, mixed-use development: HCAOG shall work towards increasing coordination with land use decision-making agencies to identify and prioritize specific transportation investments needed to support compact, mixed-use development. HCAOG recognizes transit-oriented development transit service as valuable investments for achieving efficient land use. (*CTP 2050* recommended action);” and

WHEREAS, HCAOG has adopted, in the 2022 Regional Transportation Plan, the Tribal Transportation Goal that “Tribal communities have safe and efficient mobility options, benefit from equitable access to transportation resources, and have strong interjurisdictional partnerships for advocating and solving transportation issues of tribal communities;” and

WHEREAS, HCAOG and the CITY OF BLUE LAKE applied for a grant for the Partnering Assets & Authorities for Comprehensive Transit (PAACT) planning project, to fund collaborative planning to build strong working relationships among HCAOG, Humboldt Transit Authority, other transit and mobility-service providers, California Department of Transportation (Caltrans), local tribes, cities, and county agencies in order to plan transportation and land use together, considering socio-economic and equity factors and funding mechanisms; and

WHEREAS, Caltrans awarded a FY 2024-25 Strategic Partnerships–Transit grant of \$479,500 with a required local match of \$62,150 (11.47%), for an estimated total project cost of \$541,650, with HCAOG as primary applicant, Humboldt Transit Authority (HTA) as secondary applicant, and CITY OF BLUE LAKE as a sub-applicant, and Caltrans gave authorization to proceed on January 27, 2025; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. HCAOG hereby agrees to reimburse CITY OF BLUE LAKE up to **eight thousand dollars (\$8,000.00)** in Caltrans' FY 2024-25 Strategic Partnerships–Transit grant funds for the purpose of paying for staff expenses or other eligible activities and expenses related to implementing and delivering the Humboldt Partnering Assets and Authorities for Comprehensive Transit (PAACT) project, including, without limitation, participating actively and consistently in the Project Steering Working Group and performing the pertinent tasks described in **Exhibit A–Scope of Agreement**, which is attached hereto and incorporated herein as if set forth in full; and
2. CITY OF BLUE LAKE hereby agrees to provide, no later than June 30, 2027, a local match of greater than or equal to **one thousand dollars (\$1,000)** regardless of the amount of grant funds that the CITY OF BLUE LAKE requests for reimbursement, and in accordance with **Exhibit B–Strategic Partnerships-Transit Guide (Excerpt)**, which is attached hereto and incorporated herein as if set forth in full; and
3. CITY OF BLUE LAKE hereby agrees to fulfill reporting and accounting requirements, completely and on time, as set forth by **Exhibit B. Strategic Partnerships-Transit Guide (Excerpt)**, which is attached hereto and incorporated herein as if set forth in full and includes but is not limited to:
  - o *Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records, and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200; and*
4. The staff members who will be the primary contact for this MOU on behalf of the CITY OF BLUE LAKE and HCAOG are listed below. In the event one (1) of these individuals leaves their employment or changes jobs within the CITY OF BLUE LAKE or HCAOG, the parties shall notify each other of this fact and provide the name and contact information of the individual's replacement in writing within ten (10) working days. Each of these listed individuals may delegate work to other staff within their department, provided they give notice to the other party. Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be sent by certified mail, return receipt requested, to the addresses below, and shall be deemed received when placed in the stream of mail.

CITY OF BLUE LAKE:

Attention: City Manager  
111 Greenwood Road  
P.O. Box 458  
Blue Lake, California 95525

HCAOG: Humboldt County Association of Governments  
Attention: Oona Smith, Senior Regional Planner  
611 I Street, Suite B  
Eureka, California 95501

5. This MOU shall begin upon execution by both parties hereto and shall remain in full force and effect until June 30, 2027, unless extended by a valid amendment hereto.

6. Each party shall hold harmless, defend, and indemnify the other party, and its officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs, including, without limitation, reasonable attorney's fees and other costs of litigation, of any kind or nature, arising out of, or in connection with, the other party's 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.
7. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party shall 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.
8. 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 parties' performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.
9. 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.
10. This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.
11. This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, 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 MOU are hereby ratified.
12. This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.
13. Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

Signatures on next page

IN WITNESS WHEREOF, the parties hereto have entered into this **MOU** as of the first date written above.

**CITY OF BLUE LAKE:**

By: \_\_\_\_\_  
Jennie Short  
City Manager

Date: \_\_\_\_\_

**HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS (HCAOG):**

By: \_\_\_\_\_  
Brendan Byrd  
Executive Director, HCAOG

Date: \_\_\_\_\_

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Agreement
- Exhibit B – Strategic Partnerships-Transit Guide (Excerpt)
- Exhibit C – Letter of Support with Local Match Pledge

**EXHIBIT A.**  
**SCOPE OF AGREEMENT**  
**PARTNERING ASSETS & AUTHORITIES FOR COMPREHENSIVE TRANSIT (PAACT)**  
**PLANNING PROJECT**  
**For Fiscal Years 2025-26 and 2026-27**

Summary of the role of Partners in the **Project-Steering Working Group**:

- Actively participate in a multi-agency, project-advisory working group.
- Commit to a maximum of 100 staff hours over the course of the grant project (2 years).
- Attend working meeting, some of which will be all-day (estimated no more than 3), in-person meetings.
- Share knowledge (project-related, transit-focused) with Project-Steering Working Group and project team staff (HCAOG, HTA, and consultant staff).
- Participate in discussions for setting values and priorities for regional transit network.
- Engage with, and help direct, project consultants for existing conditions assessment and regional transit operations assessment/analysis.
- Participate by directing, informing, and reviewing and commenting on project deliverables for the project tasks:
  - Task 1. Establish Advisory Group (Project Steering Working Group)
  - Task 2. Understanding the community's transit values and priorities
  - Task 3. Existing Conditions Report on community & regional characteristics
  - Task 4. Transit market analysis & regional operations assessment
  - Task 5. Land use-transit policy connections
  - Task 6. Stakeholder outreach, engagement & participation strategies

**Task 02: Consultant Procurement**

HCAOG and one to two sub-applicants will procure a consultant consistent with all applicable Caltrans, state, and federal requirements. The sub-applicant(s) elected for this task will review and comment on the draft Request For Proposals/Qualifications for contract/consultant services, and/or score responsive proposals.

**Task 02 Deliverables:**

- Comments on the draft Request for Proposal/Qualifications,
- Scoring sheets, consultant selection recommendation (HCAOG, HTA, 1 to 2 other sub-applicants to score proposals)

**Task 1: Lay Foundation for Consensus-Building: Establish Advisory Group**

A government-based Project Steering Working Group will build upon, and serve to strengthen, government-to-government relationships. The distinct roles of the steering group are to: work directly with the project team and consultants to complete the comprehensive transit network analysis; tackle more difficult or costly network management decisions; recommend/promote transit-supportive land use policy directives; and achieve consensus on regional policy directives to effectively apply regional decisions.

PAACT sub-applicants will assign agency staff to actively participate in the project steering group throughout the majority of the project timeline. The sub-applicants are: HTA (secondary lead applicant), Cher-Ae Heights Indian Community of the Trinidad Rancheria, City of Arcata, City of Blue Lake, City of Trinidad, County of Humboldt, and Yurok Tribe. The City or Eureka will also participate

as a member of the Project Steering Working Group.

The seven PAACT sub-applicants, as members of the Project Steering Working Group, will be responsible for participating directly and actively in the overall project, including but not limited to attending a minimum of meetings, defining a consensus-based vision statement or purpose statement, and communicating this subject project within their respective communities.

### **Task 1 Deliverables**

- Executed Memorandum of Understanding (MOU).
- Contact information for designated member of the Project Steering Working Group.
- Steering committee purpose statement.
- Attendance at a minimum of two preliminary meetings (at least one in-person or hybrid). (*This task may include travel costs.*)

### **Task 2: Comprehensive Plan for Regional Transit & Multimodal Networks & Networking**

#### **• Understanding the Community's Transit & Mobility Values and Priorities**

Led primarily by direction from the Project Steering Working Group, project partners will work to find consensus on a defined problem/purpose/vision statement for regional transit service and active mobility. This process will be facilitated by a consultant. The work will involve engaging and surveying diverse stakeholders to identify the broad community's key choices for deciding how to redesign, enhance, or expand the regional transit network.

#### **• Existing Conditions Report on Community & Regional Characteristics**

The existing conditions report will analyze and summarize demographics, equity factors, governance, funding and other existing conditions that affect active-transportation demand and equitable access for area residents. Stakeholders will use this information as a basis for exchanging ideas, informing priorities, and informing policy direction and potential strategies to deliver high-quality multimodal access for communities.

The sub-applicant agencies will be responsible for reviewing data and for supplying available data (e.g., demographics, equity factors, governance and staffing, environmental, funding) for their jurisdictions as needed to fill in data gaps.

Population characteristics to gather and analyze can include, but are not limited to:

- Population density, activity density, and employment density (i.e., proximity of jobs, housing, destinations/major points of interest)
- Service Equity & Justice<sup>40</sup> factors that contribute to transportation burdens, e.g., zero-vehicle households; low-income households; race and ethnicity; age; limited English proficiency; low-wage jobs; job types; off-peak hour commutes; and mobility disabilities.
- Populations/areas overburdened by pollution.
- Disadvantaged Communities in Humboldt as defined in the RTP, *VROOM 2022-2042*.
- Dimensions designating communities as burdened by underinvestment in transportation, per USDOT: Transportation Insecurity, Climate and Disaster Risk Burden, Environmental Burden, Health Vulnerability, and Social Vulnerability.
- Other applicable factors identified as contributing to marginalizing communities.

• **Transit Market Analysis & Regional Operations Assessment**

Consultants will analyze the existing transit network and develop scenarios for improving, expanding, and enhancing multimodal access, mobility, and funding stability. The Project Steering Working Group, which includes PAACT sub-applicants, will work directly with consultants. The sub-applicant agencies will be responsible for reviewing data and for supplying available data for their jurisdictions as needed to fill in data gaps (e.g., existing conditions, adopted policies, and/or programs for transit, transportation network, travel patterns, land use, health and safety outcomes, etc.). As applicable, sub-applicants will provide presentations and/or tours of transit systems in their respective jurisdictions (e.g. HTA, Arcata, Eureka, Yurok, Blue Lake, unincorporated County).

**Task 2 Deliverables**

- A purpose statement or vision statement for Humboldt regional transit service or for regional active mobility. (Collectively deliberated and developed by consensus.)
- Review and comment on draft plan/technical memos and mapping (administrative draft, public review draft, and final).
- Attendance at presentations and/or tours of transit systems in sub-applicants' jurisdictions. (*This task includes travel costs.*)
- Attendance at Project Steering Working Group meetings.

**Task 3: Land Use-Transportation Policy Connections**

Because land uses and population densities are fundamental in determining viable transit operations and multimodal choices, this project includes specific work to engage ongoing dialogue and collaboration among transit operators and planners and land use authorities. This task includes work to explicitly discuss, study, and dialogue on what strategies would best govern the vision of regional transit service and multimodal networks.

Task work will include researching relevant land use policies and identifying applicable best practices that promote transit and active transportation, and sharing this with local jurisdictions. The project team, the Project Steering Working Group (including all sub-applicants) and partners will explore opportunities for incorporating more of these policies into local and tribal jurisdictions' applicable planning documents and processes (e.g. General Plans, Tribal Plans, Specific Plans, Transit Development Plans, etc.). Partners will collaborate on building consensus for regionally-focused policy as well as local policy that effects the regional multimodal network.

The Project Steering Working Group, and other project partners as applicable, will be convened to explore ways that land-use authority agencies can improve processes for integrating land use and transit/active mobility in their standard procedures. Specifically, work will seek to identify and implement procedures for improving regular agency consultation with Humboldt Transit Authority. Project Steering Working Group sub-applicants will help coordinate and facilitate meetings with, and review and input from, other pertinent staff, departments, and elected officials of their respective agencies.

**Task 3 Deliverables**

- Attendance at Project Steering Working Group meetings.
- Coordination of, facilitation and attendance at meetings with other pertinent staff, departments, and elected officials of jurisdiction's respective agency. As applicable: staff reports to advisory group(s), meeting sign-in sheets.

- Draft, review, and comments on procedures for government-to-government consultations and/or new pro-transit land use policies or implementation measures (as applicable).
- Presentation to respective jurisdiction. *(This task may involve travel costs.)*

#### Task 4: Stakeholder Outreach, Engagement, & Input

HCAOG and the whole project team will carry out/carry on community engagement throughout the project timeline. PAACT sub-applicants and the CITY OF ARCATA will help engage and get input from community members and other interested stakeholders, agency staff, and decision-makers, both through serving on the Project Steering Working Group and individually through their respective agencies and meetings.

Public engagement meetings can include, but are not limited to, attending agencies' and community-based organizations' (CBOs') meetings, hosting meetings and workshops, and tabling at community events.

#### **Task 4 Deliverables**

- Stakeholder input and community outreach meetings. Minimum one meeting per jurisdiction of respective Project Steering Working Group members. *(This task may involve travel costs for some sub-applicants.)*
- Meeting announcements, meeting agendas, minutes or summaries, public comments, sign-in sheets as applicable to jurisdiction's respective outreach meetings.
- Per respective jurisdiction meeting(s), as applicable: slide deck presentations, virtual workshop recording, bilingual services, community surveys, receipts for light snacks (with Caltrans pre-approval).

#### Task 5: Draft and Final Product

HCAOG and HTA and/or consultants will compile all written reports (Tasks 4, 5, and 6) into a final product. The whole project team, including the Project Steering Working Group, will use the compilation product as another opportunity for informing and engaging the public and for soliciting feedback.

#### **Task 5 Deliverables**

- Review and comment on compilation report (draft and final), including reviewing public comments.
- Presentations at public meetings. Minimum one meeting per jurisdiction of Project Steering Working Group members. *(This task may involve travel costs for some sub-applicants.)*
- Record of meeting, public comments if applicable.

**EXHIBIT B.**  
**STRATEGIC PARTNERSHIPS-TRANSIT GUIDE (EXCERPT)**

Caltrans Sustainable Transportation Planning Grant Program

## **5. STRATEGIC PARTNERSHIPS**

\$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and \$3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of \$4.5 million, will be distributed through a competitive program to MPOs and RTPAs. Funding distribution for the competitive program will depend on the quality and number of applications.

### **5.1 Purpose and Specific Objectives**

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on or connecting to the State Highway System (SHS), while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Strengthen government-to-government partnerships
- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

### **5.2 Federal Planning Factors**

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism

## 5.3 Example Project Types

### Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide transit planning surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multi-modal transportation network
- Transit technical planning studies to optimize system performance
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

## 5.4 Eligible and Ineligible Activities and Expenses

### Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent conceptual drawings and design
- Equipment (as defined in 2 CFR Part 200.33)<sup>7</sup> purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436<sup>8</sup> provides the criteria for depreciation, at the Govinfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

### Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents

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<sup>7</sup> Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33>

<sup>8</sup> Govinfo, 2 Code of Federal Regulations, Part 200.436, 2022, <https://www.govinfo.gov/app/details/CFR-2022-title2-vol1/CFR-2022-title2-vol1-sec200-436>

## Caltrans Sustainable Transportation Planning Grant Program

- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

## 6. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

### 6.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

Caltrans may contact grantees to participate in peer exchange forums to promote information sharing and best practices.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

### 6.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as “third party contracts.” An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used.

Grantees may use their agency’s procurement procedures as long as they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant’s Scope of Work and Cost and Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,<sup>9</sup> the Local Assistance Procedures Manual, Chapter 10,<sup>10</sup> and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained, and copies of

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<sup>9</sup> California State Contracting Manual Volume 1, Chapter 5, 2018, <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

<sup>10</sup> Caltrans Local Assistance Procedures Manual, Chapter 10, 2020, <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

### 6.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – September	October – December	January – March	April – June

For MPOs and RTPAs, the progress and expenditure of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

### ~~6.4 Integrated Climate Adaptation and Resiliency Program (ICARP) Case Studies~~

## 6.5 Invoicing and Financial Requirements

### Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records, and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost and Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

### Local Match

All grant project tasks/activities require a grant amount and a local match, except a grant amount for administrative Tasks 01, 02 is optional. The local match is a financial requirement that demonstrates the grantee/local agency is vested in the project.

Because the local match is part of the total project cost, the local match can only fund eligible grant activities. Therefore, grant recipients must fund ineligible activities with funds other than the local match.

The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost and Schedule at the Task level.

Beginning with FY 2021-22, grantees can provide a tapered local match, which allows grantees to vary the required local match ratio for each task and with every Request for Reimbursement. Applicants must identify if they will utilize the tapered match on the Cost and Schedule. Grantees agree to satisfy the total local match amount by the grant expiration date.

## Local Match Sources

- **Strategic Partnerships and Strategic Partnerships – Transit**

Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with Sustainable Communities Formula funds, the objectives for each grant must be in alignment. Caltrans approval is required.

## Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and or reimbursed, cannot be used to meet the match requirement for another project.
- Sub-applicant staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

## Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of third-party in-kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

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<sup>12</sup> Title 23, Code of Federal Regulations, Part 450,

<https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/pdf/CFR-2004-title23-vol1-part450.pdf>

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services. It must be submitted to Caltrans for approval only if the grant application is awarded. The Third-Party In-Kind Valuation Plan Checklist and Template can be found in Appendix B.

In addition:

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost and Schedule, and the project specific Work Element in the OWP (if applicable).

### Minimum Local Match Requirements

Applicants/grantees will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the following table illustrates the minimum local match requirement based on a grant request of \$300,000. Applicants must use the Local Match Calculator<sup>13</sup> to ensure the correct amounts are reflected on the Grant Application Cover Sheet and the Cost and Schedule.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	Grant Request	Local Match	Total Project Cost
Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships –Transit	<b>88.53%</b> Example: \$300,000	<b>11.47%*</b> Example: \$38,868	<b>100%</b> Example: \$338,868
Strategic Partnerships	<b>80%</b> Example: \$300,000	<b>20%</b> Example: \$75,000	<b>100%</b> Example: \$375,000

\*Climate Adaptation Planning local match is not required for Native American Tribal Governments.

### Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective.

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<sup>13</sup> Local Match Calculator posted on-line at (will download as MS Excel spreadsheet): <https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants>



**EXHIBIT C.  
LETTER OF SUPPORT**

**CITY OF BLUE LAKE**

Post Office Box 458,  
Phone 707.668.5655

111 Greenwood Road,

Blue Lake, CA 95525  
Fax 707.668.5916

January 16, 2024

Beth Burks , Executive Director  
HCAOG  
611 "T" Street, Suite B  
Eureka, CA 95521  
Email: [beth.burks@hcaog.net](mailto:beth.burks@hcaog.net)

Dear Beth,

The City of Blue Lake is pleased to support the Humboldt County Association of Governments' application for the Caltrans Strategic Partnerships Transit program for the Partnering Assets and Authorities for Comprehensive Transit (PAACT) project. A transit network analysis is essential to meeting the mobility needs of Humboldt County residents, and there is a need to plan transportation and land use together.

Humboldt's transit service is impressive for such a rural, remote, low-density region, but there are persistent unmet needs for more span and frequency which cannot be met if housing and other developments continue to sprawl away from core centers. The project will build strong government-to-government partnerships, harnessing interagency leadership to reshape the region's transit system into a more connected, efficient, and more user-focused mobility network that attracts significantly more users in upcoming years.

As an agency with land-use authority, the City of Blue Lake fully supports the project goal to increase consideration, and coordination, of transit access in land use goals, policy, codes, and discretionary permitting. The project will focus on building strong working relationships among HCAOG, HTA, Caltrans, local tribes, cities, and county agencies in order to plan transportation and land use together, taking into account socio-economic and equity factors and funding mechanisms.

The City of Blue Lake is excited to participate in this project to help identify the long-term opportunities to coordinate or consolidate routes, services, and/or governance, and leverage additional funding sources to expand transit service. It is critical to establish robust and effective coordination with HTA during planning or reviewing key developments that impact or request transit service.

The City of Blue Lake is actively planning for mixed-use development in our Powers Creek District; utilizing an Opportunity Zone designation, the City is focused on creating higher density development that allows for more effective and efficient modes of transportation. Creating opportunities for micro transit, and/or more effective transit options, will increase the viability and success of our community initiatives.

While our agency recognizes the needs and benefits of greater coordination, we are under-

resourced and lack staff capacity to engage. If awarded, the project will directly support our staff time to participate in advisory working groups and dedicate resources to special studies for transit operations and needs in our jurisdiction. The City of Blue Lake is committed to being an active and engaged partner and looks forward to participating in the project.

The City of Blue Lake enthusiastically supports HCAOG's proposed project for the Caltrans Sustainable Transportation Planning Grant: Strategic Partnerships Transit program. We look forward to being an active participant in coordinated multi-agency planning to achieve transit-supportive land use policy and directives.

Sincerely,



Amanda Mager,  
City Manager



# City of Blue Lake

## Staff Report

**Agenda Item #:** 15

**Meeting Date:** March 24, 2026

**Prepared By:** Jennie Short, City Manager

**Subject:** Designation of Subordinate Officer for Alcoholic Beverage Control License Application Determinations of Public Convenience or Necessity

**Recommended Action:** That the City Council:

1. Designate the City Manager as the Subordinate Officer for the City of Blue Lake to make determinations of public convenience or necessity regarding Alcoholic Beverage Control license applications where undue concentration exists.
2. Other direction as appropriate.

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### BACKGROUND

As you can see in the attached letter from the Department of Alcoholic Beverage Control, California Business and Professions Code section 23958 is used for determining whether issuance of a license results in an undue concentration of licenses. Each jurisdiction can designate a subordinate officer or body that can make determinations of public convenience or necessity. Designation of the City Manager is recommended.

### FISCAL IMPACT

None

### ALTERNATIVES

1. Not designate a subordinate officer and have all requests come before the City Council.

### ATTACHMENTS

1. Correspondence from Department of Alcoholic Beverage Control.

#### Review Information:

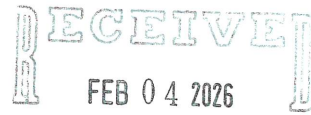
City Manager Review:  Legal Review:  Planner Review:  Engineer:

Comments:

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## DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

1105 6<sup>th</sup> St, Ste C  
Eureka, CA 95501  
(707) 445-7229



BY: .....

January 30, 2026

Blue Lake City Council  
PO Box 458  
Blue Lake, CA 95525

RE: Public Convenience or Necessity  
23958.4 CA Business & Professions Code  
Designation of Subordinate Officer or Body

To Whom It May Concern:

Per section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an “undue concentration” of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN).

Our records indicate the following:

You have designated the following subordinate officer or body to make determinations of public convenience or necessity regarding ABC license applications where undue concentration exists:

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You have NOT designated a subordinate officer or body to make determinations of public convenience or necessity regarding ABC license applications where undue concentration exists. The Department of Alcoholic Beverage Control will accept determinations from your **City Council** ~~or Board of Supervisors~~.

You have informed the Department that the City/County of \_\_\_\_\_ has declined to make any determinations of public convenience or necessity with respect to ABC applications within its jurisdiction.

If this information is incorrect or outdated, please contact the Department at the above address and provide updated information so that we may contact the appropriate designee regarding

determinations of public convenience or necessity. Please contact us if you have any questions or concerns.

Sincerely,

*Jennifer Weston*

Jennifer Weston  
Licensing Supervisor I  
(916) 619-7548  
Jennifer.Weston@abc.ca.gov

Enclosure: 23958 & 23958.4 B.P.

## **Business & Profession Code § 23958**

Upon receipt of an application for a license or for a transfer of a license and the applicable fee, the department shall make a thorough investigation to determine whether the applicant and the premises for which a license is applied qualify for a license and whether the provisions of this division have been complied with, and shall investigate all matters connected therewith which may affect the public welfare and morals. The department shall deny an application for a license or for a transfer of a license if either the applicant or the premises for which a license is applied do not qualify for a license under this division.

The department further shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4.

### **Business & Profession Code § 23958.4**

(a) For purposes of Section 23958, “undue concentration” means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer’s license, or a winegrower’s license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated

subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 <https://bluelake.ca.gov/> Fax 707.668.5916

## **Blue Lake Parks & Recreation Department**

**DATE:** March 10th, 2026

**SUBJECT:** Letter of Support – Mountain Bike Tribal Trail Alliance – Blue Lake Bike Park

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Dear Grant Review Committee,

The City of Blue Lake is pleased to provide this letter of support for the grant application submitted by the Mountain Bike Tribal Trail Alliance (MBTTA) to the Arts in California Parks Grant Program. MBTTA is seeking \$75,000 in funding to support the installation of culturally relevant public art within the City-owned Blue Lake Bike Park.

The City supports MBTTA's proposal to collaborate with regional partners, including the Weott Tribe, Two Feathers Family Services, and the Blue Lake Rancheria, to design and install public art that reflects the cultural narratives, creativity, and history of the surrounding community. The project aligns closely with the intent of the Arts in California Parks program by integrating artistic expression, cultural storytelling, and outdoor recreation within a publicly accessible park space.

The Blue Lake Bike Park is a community asset that provides outdoor recreation opportunities for residents and visitors of all ages. Incorporating art installations into this space has the potential to enhance the park experience by creating place-based cultural elements that invite reflection, learning, and connection. The proposed project would support community well-being while fostering collaboration between artists, tribal partners, youth-serving organizations, and park users.

The City of Blue Lake recognizes the importance of projects that strengthen connections between art, culture, and public spaces. We appreciate MBTTA's commitment to inclusive community engagement and to working collaboratively with tribal and local partners to ensure that the project reflects the region's diverse cultural heritage.

The City is supportive of MBTTA's efforts to pursue grant funding for this initiative and is willing to collaborate as the land manager for the project site should funding be awarded. The proposed art installations would be in a publicly accessible park and are intended to be free and open for community members to experience.

Thank you for considering this proposal and for supporting programs that enhance public parks through creative and culturally meaningful projects.

Sincerely,

Emily Wood  
Director of Parks & Recreation  
City of Blue Lake



# City of Blue Lake

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

March 17, 2026

Via Registered Mail and E-mail  
Email: [cdart@danco-group.com](mailto:cdart@danco-group.com)

Danco Communities  
Attn: Chris Dart  
5251 Ericson Way, Suite A  
Arcata, California 95521

Re: Disposition and Development Agreement by and between City of Blue Lake and Danco Communities  
City's Notice of Default Pursuant to Section 601

Dear Mr. Dart,

As you know, the City of Blue Lake ("City") and Danco Communities ("Danco") entered into that certain Disposition and Development Agreement (the "DDA") dated June 28, 2022. The DDA provides terms and conditions pursuant to which the City would convey a leasehold interest in certain property consisting of approximately three (3) acres of land that is a portion of parcels designated as Assessor's Parcel Numbers 312-161-018 and 312-161-015 in the City of Blue Lake (the "Site"). This letter serves as notice under Section 601 of the DDA that Danco is in default with the terms of the DDA set forth in Sections 203 and 402, as more specifically described below.

The DDA provides that the City would convey a leasehold interest in the Site to Danco for the development of a specific project. To that end, the DDA provides that the Site will be improved with a mixed-use project that will include as primary components: (1) Approximately 20,000 square feet of ground floor light industrial/retail space for land use types such as light manufacturing and processing, distribution and associated warehousing, commercial services, and professional offices and services; (2) 40 residential units ranging from 450 to 1,200 square feet on upper floors above the light industrial/retail space, to be rented at affordable rents to low income seniors and/or families earning no more than 60% of the Area Median Income for Humboldt County; and (3) public improvements required as conditions of approval for the private improvements described above (the "Project"). (DDA §402.) The DDA further provides that Danco shall diligently pursue the development of the Project in accordance with the Scope of Development (which further describes the Project consistent with the terms above) and the

Schedule of Performance, both attached to the DDA. (Id.) Failure to comply with any of the terms of the Scope of Development or the Schedule of Performance following notice to Developer, and expiration of applicable cure periods, shall be a default under the DDA. (Id.)

Conveyance of the leasehold interest in the Site may only occur after the fulfillment or waiver of specific conditions precedent for each party. The conditions precedent included for the benefit of the City include, among others, that Danco shall not be in default under the DDA, Danco shall have received all land use approvals for the development of the Project, and Danco shall have obtained the necessary Tax Credit Financing and any other financing required for the Project. (DDA §214(1).) The DDA further provides, both in Section 203 and in the Schedule of Performance, that all conditions precedents must be met and the leasehold interest must be conveyed on or before December 31, 2024, unless that date is extended by mutual agreement of the City and Danco.

Notwithstanding the terms of the DDA and the Scope of Development for the Project, Danco has submitted applications for development entitlements for a project that include 49 residential units (an increase of 9 units), and 9,056 square feet of commercial space (a reduction of 10,944 square feet in commercial space). In other words, the project for which Danco is seeking entitlements increases the number of residential units from the Scope of Development by approximately 22.5%, and decreases the amount of commercial space provided for in the Scope of Development by approximately 55%. These are substantial changes from the Project contemplated by the Council in approving the DDA, and not consistent with the terms of the DDA or the Scope of Development. As noted above, failure to comply with the Scope of Development constitutes a default under the DDA, and the changes to the Project as included in Danco's current proposal, which deviate significantly from the Project required under the DDA, constitute a default under Section 402 of the DDA and the Scope of Development.

Further, as noted above, the body of the DDA and the Schedule of Performance provide that the conditions precedent to close must be met and the conveyance of the leasehold interest must occur on or before December 31, 2024. (DDA §203, Schedule of Performance §17.) The parties did mutually agree to an extension of that date, resulting in a new deadline for close of escrow of May 31, 2025. However, that deadline has now expired, and Developer is not currently proposing to construct the Project contemplated in the DDA, has not secured land use entitlements for that Project, and has not secured tax credit or other financing for the Project, all as required by the DDA prior to the deadline for close of escrow. As noted above, the DDA provides that failure to comply with the terms of the Schedule of Performance shall be a default under the DDA. The expiration of the deadline for close of escrow as extended without meeting the required conditions precedent for close also constitute a default under the terms of the DDA.

The City provides this notice pursuant to Section 601 of the DDA. In accordance with the terms of Section 601, the City will not take further action for at least thirty (30) days following this notice. However, the City reserves all rights to take such further action as it deems necessary or appropriate under the terms of the DDA. If you have any questions regarding this Notice of

Default, please contact me at [citymanager@bluelake.ca.gov](mailto:citymanager@bluelake.ca.gov), and include a copy to City Attorney Ryan Plotz at [rplotz@mitchelllawfirm.com](mailto:rplotz@mitchelllawfirm.com).

Sincerely,

A handwritten signature in cursive script that reads "Jmshort".

Jennie Short  
City Manager  
City of Blue Lake