



CITY OF LOYALTON, PLANNING DEPARTMENT
 P.O. BOX 128, LOYALTON, CA 96118 phone: (530) 993-6750 / fax: (530) 993-6752

LAND USE APPLICATION WITH OR WITHOUT CATEGORICAL EXEMPTION

APPLICANT'S INFORMATION	LAND OWNER'S INFORMATION
Name _____	Name _____
Company Name _____	Company Name _____
Mailing Address _____	Mailing Address _____
City, State, Zip _____	City, State, Zip _____
Phone _____ Fax _____	Phone _____ Fax _____
Email _____	Email _____

AGENT, ENGINEER, OR ARCHITECT'S INFORMATION (if any)	
Name _____	Company Name _____
Mailing Address _____	Phone _____ Fax _____
City, State, Zip _____	Email _____

PROJECT INFORMATION	
Project location:	Assessor Parcel No.(s):
Current land use:	Size of existing parcel:
Current Zoning:	Current General Plan Designation:
Subdivision tract name:	Lot and block numbers:
Description of proposed project:	

ATTACH SUPPLEMENTAL INFORMATION AS REQUIRED

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF LAND OWNER	DATE
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LAND USE APPLICATIONS REQUIRED FOR PROPOSED PROJECT:

Total Fees Collected: \$ _____ Receipt # _____ Initials _____ Date _____

			2018 P & I	2018 Interest		
Water *	91-05	Interest	22,340.50	21,840.00		
		Principal	18,300.00			
Sewer	92-01	Interest	18,147.09	18,647.00		
		Principal	33,000.00			
	92-03	Interest	2,706.54	2,700.00		
		Principal	4,600.00			
	92-07	Interest	39,425.00	39,525.00		
		Principal	65,000.00			
			203,519.13	82,712.00	312,000.00	
					286,231.13	
					25,768.87	
					233,695.87	
				P Balance		
Water	91-05	Principal	18,300.00	943,500.00	233,695.87	Est. Reserve
Sewer	92-01	Principal	33,000.00	773,600.00		
	92-03	Principal	4,600.00	115,700.00		
	92-07	Principal	65,000.00	3,089,000.00		
			120,900.00	4,921,800.00		

**Resolution #5-2007
City of Loyalton
Loyalton, California**

*Resolution of the City of Loyalton amending its Fee
Deposit Schedule and adopting a Fee Justification Report*

WHEREAS. The City of Loyalton is authorized by section 66000 et.seq. of the Government Code Section to establish a schedule of fees for the costs of proceedings undertaken by it; and,

WHEREAS, Government Code Section 66016 requires that the fees shall not exceed the estimated reasonable cost of providing the services for which they are charged and that any fees be adopted following the procedure set forth in G.C. Section 66016; and,

WHEREAS, the Council has prepared a Justification Report and Fee Deposit Schedule attached as Exhibit A hereto and made a part hereof and made them available for public review for more than 10 days; and,

WHEREAS, The City of Loyalton has considered the attached Fee Deposit Schedule and Justification Report and found that the fees do not exceed the reasonable cost of performing the services for which the fees are intended; and,

WHEREAS, the Council has held a duly noticed public hearing for consideration of this fee deposit schedule;

NOW THEREFORE, the City of Loyalton does hereby determine, resolve, and order the following:

1. The City of Loyalton hereby adopts the attached Schedule of Fee Deposits and the Fee Justification Report (Exhibit "A").
2. The City of Loyalton hereby adopts the attached Agreement to pay and indemnification form (Exhibit "B").
3. All previously approved fee resolutions and other actions with respect to Planning and Zoning fees and (or) deposits by the City of Loyalton are hereby repealed.
4. Said Schedule of Fee Deposits shall, in compliance with Government Code 66000 et. seq. become effective upon adoption of this Resolution.

The foregoing resolution was duly passed by the City Council of the City of Loyalton at a regular meeting held on July 17, 2007 by the following roll call vote:


AYES: -Mike Hudson, Mike Moore, Gary Shelton, Dan Greenway, Chris Alexander

NOES: -

ABSTAINS: -

ABSENT: -

Signed and approved by me after its passage this 17 day of JULY 2007.



Mike Hudson, Mayor
City of Loyalton

ATTEST:


Kathy LeBlanc, City Clerk
City of Loyalton

Exhibit "A"

City of Loyalton
Schedule of Fees and Fee Deposits

1. All fee deposits are initial payments toward the total cost of processing and will be assessed to cover the cost of processing requests (project costs). Project costs are defined as staff time plus materials. Staff charge-out rates are listed below, and include personnel costs plus a percentage of the City's administrative overhead costs. Materials include, but are not limited to, charges for advertisement of hearings, petition reviews, meetings, contract staff, attorneys and consultants as needed, as well as fees charged for project reviews by affected agencies. All applicants will be required to sign an agreement to pay and indemnification form and pay all required fee deposits and other agency costs prior to City processing a proposal.
2. A fee deposit will be charged at the time applications are received and applications will not be deemed filed without the signed "Agreement to Pay" form and payment of the fee deposit as outlined below:

Conditional Use Permit/Variance	\$1,500.00
Parcel Map	\$1,500.00
Tentative Subdivision Map	\$2,000.00
Voluntary Merger	\$ 200.00
Zone Change	\$2,000.00
General Plan Amendment	\$3,000.00
Lot Line Adjustment/Cert. of Compliance	\$ 350.00
Building Permit Review	\$ 60.00
Administrative Permit	\$ 400.00
City Annexation Request (city fee deposit)	\$2,000.00
Initial Study	\$1,000.00
Negative Declaration	\$ 250.00
Notice of Exemption	\$ 200.00
CEQA - Initial Study Deposit	\$1,200.00
EIR Preparation	\$5,000.00
Road Abandonment	\$ 500.00
Development Agreements	\$2,000.00
Sign Permit	\$ 200.00
All other Actions	\$ 500.00

Copies (staff reports, minutes, Public Records) actual cost = currently \$.20 each
 Agenda Subscription \$12.00 per year
 Staff Research and Studies Actual Project Cost

Administrative fee deposits for consultants shall be ten-percent (10%) of the final contract amount. In addition, activity fee deposits for required staff or specialized consultant review of any study required of an applicant shall be twenty-percent (20%) of the final contract amount.

3. City charges for staff time will be at the following rates:

City Planner	\$90/hour
City Staff	\$60/hour
Counsel	\$210/hour

4. County of Sierra, Environmental Review, State Controller's Office and the Department of Fish and Game fees (if applicable) will be paid by the applicant. Recording, engineering and surveying fees will be the responsibility of the applicant. Applicants are responsible for paying the costs of mailing labels of property owners within 300 feet of the proposed project boundaries.
5. The Council, upon a finding that such action would be in the public's interest and/or necessary for health and safety reasons, may waive fees partially or in total. Requests for fee waivers must be submitted in writing to the Council noting such compelling reasons for a fee waiver. Staff shall not waive fees.
6. Staff time will be monitored against the deposit on file with the City; if the cost of processing an application begins to exceed the deposited amount, additional deposits will be required.
7. If extensive staff assistance is required prior to receipt of an application, a deposit will be required at the time the work is requested.
8. All final bills shall be paid by the applicant prior to setting a matter for hearing or during other times during the development entitlement process as deemed appropriate by the Council.
9. Fee deposits with the City, which exceed the cost of processing the application by \$25 or more, will be refunded after the City completes the project in its entirety.
10. The City will also charge its pre-application staff time spent reviewing environmental and other documents and participating in the process as the lead or responsible agency, as part of its processing costs.
11. If a City application is withdrawn any time prior to its completion, the unused portion of the initial fee deposit (s) received by the City (deposit less any expended staff time and project expenses) will be returned to the persons paying the initial fee deposit upon receipt of a letter of withdrawal.

Technical Appendix Part 1

Calculation of Annual Administrative Overhead

Staff charge-out rates may include a percentage for City administrative overhead. Administrative overhead is calculated by subtracting specific proposal-related costs (which will be financed by applicants) and 1/3 of the City's long-term planning costs from the total City budget.

Assumptions in this report include the following:

An assumption regarding the ongoing City planning budget is \$75,000 per year consisting of \$35,000 for Planning Services, \$20,000 for Clerical Services, \$10,000 for supplies and equipment and \$10,000 per year is for City Attorney Services

The formula for calculating administrative overhead is:

$$A = B - D - (1/3P)$$

Variables
A = Administrative Overhead
B = Budget
D = Direct Project Costs
P = Long-term Planning Projects

B = City Planning Budget for 2007/08 \$75,000.00

D = Direct Project Costs

While the cost of staff time directly applicable to specific projects will be recovered through fees, a portion of that staff activity is related to administrative tasks and projects that are not directly related to any specific project (e.g., meeting preparation, interface with public and agencies, budget preparation, fee studies, Brown Act and public records act compliance, minutes, etc). Based on the projected workload, an average estimated ratio of time each staff member spends on specific (billable) projects is projected.

◆ 40% City Planner & Clerical Cost @ \$55,000	\$22,000.00
◆ 66% Counsel Costs @ \$10,000.....	\$ 6,660.00
<u>Total Projected Direct Project Costs</u>	<u>\$28,660.00</u>

P = Long-term Planning Projects

Some City activity is long-term planning, such as the General Plan Update (\$150,000) and the

Municipal Code Update (\$20,000). To spread the planning cost out over a ten-year period (assuming no comprehensive revision is undertaken during that period), one-third of the staff costs associated with this activity has been excluded from administrative overhead calculations.

- ◆ General Plan Update and CEQA Review \$15,000.00 per year
- ◆ City Code Update..... \$2,000 per year

Total Projected Annual Administrative Overhead that could be attributable to projects based on the

FY 2007/2008 budget =

$$\$75,000 - (\$28,660) - (\$5,667) = \$40,673.00$$

Technical Appendix Part 2

Calculate a Target Amount of Administrative Overhead

An agency may not charge specific projects for services that are provided to members of the general public. Assume that approximately 30% of administrative staff time is actually devoted for general purposes. Therefore, the City has the option to recover the remaining 70% (\$28,471) through its fee structure.

In the past, City has targeted a much smaller amount for recovery – today, this would equal an amount much less than 10% of the legally recoverable administrative overhead. This acknowledges that the City provides a service that benefits the public as a whole. Based on 2007/08 budget, this would amount to less than \$2,847.

The formula for calculating a recoverable amount of administrative overhead and then adjusting that amount as the City may determine:

$$A_1 = (A \times 0.7) \times .010$$

Substitute actual figures for variables
 $\$2,847 = (70\% \times \$40,673) \times 10\%$

Variables

A = Administrative Overhead

A₁ = Targeted Administrative Overhead

Technical Appendix Part 3

Calculation of Staff Rates

To develop staff charge-out rates, a figure is calculated to allocate an amount of administrative overhead and long-range planning to staff charge-out rates.

First, "billable hours" (hours devoted to specific proposals) are projected for each staff member based on 10 projects per year. The table below projects billable hours based on an estimated of staff time/activity analysis.

Staff Member	Total Annual Hours	Services to the general public(A)	Administrative projects(P)	Specific Projects(D)	Projected Annual Billable Hours
City Planner	466	25%	25%	50%	233
Clerical Support	400	25%	25%	50%	200
Counsel	57	0	50%	50%	28.50

Direct project costs (D) and planning costs (1/3P) are outlined in Technical Appendix Part 1. In summary, Direct project costs (D) = \$28,660.00 and 1/3 of the Planning Costs (Recoverable Planning Costs (1/3P)) = \$5,667.00. (Total long range planning costs are calculated to be \$17,000.00 per year).

The remaining costs Administrative overhead (A) = \$40,673.00 of which \$28,471.00 (70%) are recoverable. The City has charged much less than 10% of that amount.

To solve for Total Recoverable Costs (T), add the Recoverable Administrative Overhead (\$28,471.00) + 1/3 of the total planning costs (\$5,667.00) and divide by the number of Direct billable project hours, Db (\$461.50). The total being \$73.97 per hour of recoverable costs.

To receive full recovery of costs from direct billable project hours (D (D = \$28,660)), recoverable administrative overhead (A (A = \$28,471.00)) and 1/3 of the planning costs (1/3P (1/3P = \$5,667)) are included in hourly rates as follows:

- City Planner \$148.97/hour
- City Staff \$123.97/hour
- Counsel \$248.97/hour

These rates are what the law would allow the City to charge to the applicant. However, they are so high that they would discourage proper planning and would not serve a public purpose. Therefore, staff recommends that staff charge out rates for administrative overhead and Planning Costs be reduced to project hourly billing rates of the City Planner, City Staff and Counsel plus project related expenses. In this case, Staff Charge out rates would be the hourly rate fixed cost plus 20% general overhead:

- City Planner \$90/hour
- City Staff \$60/hour
- Counsel \$210/hour

**Exhibit B
City of Loyalton**

Agreement to Pay for Time and Materials and Indemnification Form

Charges and Deposits

City charges are based upon actual staff time and other expenses attributable to processing applications, reviewing project proposals and researching matters as requested. Such charges may be incurred prior to or without the filing of an application with the City if "extensive staff assistance is required prior to receipt of an application". Individuals and agencies who request services, research, or review must provide a deposit toward project expenses, as listed on the attached current fee schedule, along with a signed copy of this agreement. All deposits are subject to increase, should the City Planner determine that the magnitude of the project justifies the increase. The amount of staff time necessary to process any individual application cannot be easily predicted in advance. Therefore, applicants should be aware that City charges may exceed the applicable deposit. (Unexpended deposits will be refunded.)

Staff Assignments

The City shall assign staff members to projects as appropriate. Should the scope of a project require that outside consulting or other needed services be obtained, applicants will be responsible for the entire cost of recruitment, source selection, and payment for such outside services. Applicants are responsible for paying actual costs for any services obtained through contract, even if such costs exceed the charge-out rate of a regular staff member providing similar services.

Billing Procedure

City invoices will detail tasks, hours, staff charge-out rates, staff members responsible for work, and/or costs of contracted services. Invoices will also reflect the remaining balance of the initial deposit. Should the deposit be depleted, all staff work will cease until the deposit on file has been replenished. Projects with delinquent balances will not be scheduled for hearing, and the Council will consider applicants to have waived any and all statutory deadlines.

This form must be signed by the person responsible for payment and must be filed with the City along with the applicable deposit when an application is filed or a request for staff services is submitted.

Questions regarding specific billing procedures should be directed to the City at (530) 993-6750.

Agreement


I certify that I have reviewed the above information, the attached City fee schedule and the application instructions. I agree, as project applicant or authorized representative, to pay the City for all staff services, materials, and other charges attributable to my application or request for services. I understand that services may be required before the City receives a formal application if extensive staff assistance is required prior to receipt of an application, and I agree to pay for such services whenever incurred and regardless of whether a formal application is submitted to the City. I also understand and agree that City's charges are payable regardless of whether the application is withdrawn, denied, or otherwise terminated prior to completion.

I understand that if the cost of services exceeds the deposit on file, staff work on my project will cease, and my project will not be scheduled for hearing until additional funds are provided. I agree to remit the applicable filing fees such as the California Department of Fish and Game fees, when required. I agree to pay all charges within 30 days of receipt of invoice or in any case prior to the filing of the Notice of Determination for the project.

Indemnity

Applicant agrees to indemnify, save harmless, defend, and reimburse City for all reasonable expenses and attorney fees in connection with the defense of City and for any damages, penalties, fines or other costs imposed upon or incurred by the City should the City be named as a party in any litigation or administrative proceeding in connection with his/her/its application. Applicant agrees that the City shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that the City taking such actions shall not limit Applicant's obligations to indemnify and reimburse defense costs or relieve Applicant of such obligations.

Applicant may request modification of the terms of this agreement in writing, with supporting reasons. Such modification can be approved only by the full Council.

Date	Signature of Property Owner/Applicant or Authorized Representative	Printed Name	Title
7-24-07		MIKE HUDSON	MAYOR

Community Services

Copy of Fire or Medical Report\$ 10.00

Planning Fees

Please see the Planning Fee Schedule.

Building Permit Fees

The City of Portola utilizes building permit fees published by the ICBO in the November/December issue of the Buildings Standards Magazine. Fees are listed in the Building Valuation Data Chart and adjusted for Northern California and are the same as the Plumas County Building Dept fees. Please ask for a Building Dept fee schedule.

Commonly Used Building Fees

- Re-Roof\$ 166.00
- Demolition Permit\$ 99.00
- Grading Permit\$ 96.00
- Re-Siding\$ 166.00
- Woodstove\$ 99.00
- ADA Plan Check.....\$ 125.00

Investigation for work w/o a permit\$50/hour

Additional Plan Review – Minimum 1 hour charge

Re inspection – Minimum 1 hour charge

Off hours inspection – Minimum 2 hour charge

Fees not specifically indicated – Minimum ¼ hour charge

Woodstove Inspections.....\$ 50.00

Upon the sale or transfer of any structure within the City a Woodstove inspection is required.

Encroachment Permits

Any activity within the public right-of-way requires an encroachment permit. Contact City Hall for information and fees.

New Bldg 2.42 p/sq.ft

Formula = ratio of square

developers. Habitat for Humanity, a non-profit affordable housing development agency, for example, could construct lower income ownership houses in the City. This program requires future lower-income owners to cooperate in constructing their own homes on lots that have been donated to the agency at greatly reduced costs so they are able to afford their own homes. A typical house for this program, if the land and labor is donated, would be about \$105,000. At this lower monthly production cost, lower income households could afford to purchase new single family housing in Loyaltan.

A.2. Multiple Family Construction

The City did not experience any multi-family residential development within the 2009-14 planning period. However, based on further discussion with local building contractors and estimated fees for new apartment development, a typical cost was developed for comparative purposes. Table 19 indicates that if a market multiple family complex was constructed in Loyaltan it would cost \$117,870 to build one unit (within a four unit complex). Monthly rental rates of at least \$1,400 would be necessary to recoup this investment. Although Loyaltan has a very limited multiple family housing market, typical rents for existing units are about \$550. Consequently, there is currently no profit incentive for the development of new market rate multiple family units in Loyaltan. Any meaningful construction of new multiple family housing in Loyaltan would have to be subsidized to be made available to lower income households.

19. LOYALTON MINIMUM CONSTRUCTION COST COMPONENT ANALYSIS		
Housing Cost Component	Single-Family Home 1,400 sq.ft.	Multi-Family Unit 750 sq. ft.
Lot or Pad Cost (includes fees a-e)	\$40,000	\$15,000
a. Building Permit Review Fees	\$250.00	\$250.00
b. Building Permit Fees	\$2,500	\$1,500
c. City Administrative Fee	\$60.00	\$60.00
d. City AB 1600 Fees	None currently	None-currently
e. Encroachment Permit	\$150.00	\$150.00
f. School Mitigation Fees	None currently	None currently
g. Sewer Connection Fees	\$1,650	\$1,650
h. Water Connection Fees	\$1,560	\$1,560
Unit Construction Cost	\$120,000	\$85,700
Marketing/Real estate Com.	\$9,232	\$4,500
Building's Salary/Profit	\$18,500	\$7,500
Total Unit Cost	\$191,402	\$117,870

CHAPTER 12.08.20

VARIANCES

20-1. Variances

Variances may be granted in order to prevent unnecessary hardships that would result from a strict or literal interpretation and enforcement of certain regulations prescribed by this part. A practical difficulty or unnecessary hardship may result from the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions on the site or in the immediate vicinity. A variance shall not be granted to permit a use not permitted in the zone by this part. All variances are to be processed as set forth below.

20-2. Variances Application and Fee

Application for a variance shall be made to the City in writing on a form prescribed by the City. Said application shall be accompanied by a fee set by resolution adopted by the City Council.

20-3. Variances Public Hearing

A public hearing and ten calendar day notice thereof shall be required on an application for a variance in the manner specified in the California Government Code.

20-4. Variances Findings

Approval or conditional approval of a variance shall be granted only when the City Council makes the following findings:

- A. Due to special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.
- B. The adjustment authorized by the variance shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated. The City Council shall impose such conditions as will assure continued compliance with this finding.
- C. The variance does not authorize a use or activity, which is not otherwise expressly authorized by the zone regulation governing the parcel of real property.

20-5. Variances Limitation on Filing Identical Application

After denial of any variance application, reapplication for the same request shall not be accepted for filing within six (6) months after the effective date of the denial.

20-6. Variances Revocation/Modification

- A. Whenever in the opinion of the City Council the conditions of any variance issued have not been complied with, the City Council shall give the property owner and lessee of the subject property a ten (10) calendar days written notice to comply.
- B. If, at the end of the ten (10) calendar day period, the property owner and lessee still fail to comply with the conditions of approval of the variance, the City Council shall immediately set a hearing before the City Council to determine why the variance should not be revoked/modified. Notice of the hearing shall only be mailed to the property owner and lessee of the subject property involved ten (10) calendar days prior to the hearing. The notice shall state the violations and shall request appearance of the owner and lessee at the time and place specified for the hearing to show cause why the variance should not be revoked or modified. At the conclusion of the hearing, if the City Council determines that any condition of the variance has not been complied with, the City Council shall have the right to revoke or modify the variance. Such revocation or modification shall be subject to the right of appeal in the same manner as set forth in Chapter 12.08.24.

Kathy LeBlanc

From: Greg Williams [willie@sierratrails.org]
Sent: Thursday, October 10, 2019 11:45 AM
To: ofclerk-cityofloyalton@psln.com
Cc: Kyla Pascucci
Subject: Connected Communities project
Attachments: Prop 68_SBTS_Letter of Support_blank.docx; SBTS_ConnectedCommunities_draft.pdf; connectedcommunities_draftmap.jpg

hello Kathy,
Thank you for taking the time to talk to me today.

The Sierra Buttes Trail Stewardship is proposing to develop a regional Connected Communities - Trails Master Plan that will plan, construct and maintain a multiple use trail system to connect the northern Sierra communities of: City of Loyalton, Sierraville, Sierra City, Downieville, Quincy, Graeagle, City of Portola, Taylorsville, Greenville, Chester, Westwood, City of Susanville, Truckee and Reno.

Establishment of Connected Community Trail Master Plans will provide a basis for severely disadvantaged communities located throughout Plumas, Sierra and Lassen Counties to collaboratively envision, create and maintain a vibrant outdoor recreation economy by providing world-class multiple use trail opportunities on surrounding public lands.

I have attached a copy of our Sierra Nevada Conservancy grant application, as well as a project map.

I am hoping that I can get a letter of support from the City of Loyalton? I have attached a sample letter for reference.

Please let me know if you have any questions? 530.613.2847

Thank you

Greg Williams
Executive Director
Sierra Buttes Trail Stewardship
(530) 613-2847
HAM - KM6ABR
www.sierratrails.org



September XX, 2019

To Whom It May Concern:

The _____ is working in partnership with the Sierra Buttes Trail Stewardship and we support their effort to secure State grant funds to develop a regional Connected Communities - Trails Master Plan. The Trail Master Plan would engage severely disadvantaged communities across the Lassen, Plumas and Tahoe National Forests to incorporate local community input in the development of world-class multi-use trail networks (motorcycles, mountain bikes, ebikes, hikers, equestrians) which would connect communities throughout the region. Establishing a Trail Master Plan is an integral part of creating community partnerships for land stewardship and is identified in the U.S. Forest Service, National Strategy for Sustainable Trail Systems.

Communities include: City of Loyalton, Sierraville, Sierra City, Downieville, Quincy, Graeagle, City of Portola, Taylorsville, Greenville, Chester, Westwood, City of Susanville.

These communities rely heavily upon outdoor recreation to provide jobs and economic growth and SBTS is working with those communities and in partnership with the U.S. Forest Service to grow stewardship of our National Forests by creating outdoor recreation opportunities that compliment our communities. In doing so we believe that we can preserve community character, create thriving communities and build stewardship to care for our National Forests.

The _____ looks forward to partnering with Sierra Buttes Trail Stewardship on this Connected Communities project.

Sincerely,



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



MOU's - Create working partnerships with "Connected Community" stakeholders	Winter/Spring 2020
Challenge Cost Share Agreement collaboration with the U.S. Forest Service: Plumas, Tahoe, Lassen and Pacific Southwest Region 5	Annually
Sponsored Voluntary Services Agreement updates (Land Tenure) with the U.S. Forest Service: Plumas, Tahoe, Lassen and Pacific Southwest Region 5	Annually
Adopted County Resolutions. Plumas County, Sierra County, Lassen County	Summer 2020
Adopted City Resolutions. Loyalton, Portola, Susanville	Summer 2020
Agendas and Minutes: Host quarterly Trail Committee meetings (members from all 7- regions) to encourage project participation and provide updates	Fall 2020
Surveys. Conduct in-person and online surveys to establish recreational trail priorities and socioeconomic data. Surveys will be ongoing working with Chico State University	Fall 2020
Report and Analysis. Quantify and share results of information gathered through public meetings and surveys	Winter 2020
GIS Mapping. Ground proof, GIS map and flag proposed routes (up to 250 miles) and trailhead and parking facilities (1- in each Connected Community). Public scoping and land manager(s) published Scope of Work for project	Beginning Summer 2020 and ongoing through 2021
Draft Master Plan. Share draft maps and findings from meetings with National Forests, Counties and Cities for input and final direction	Fall 2021
Produce Trails Feasibility Studies for each Connected Community	Fall 2021
Final. Regional Trails Master Plan	January 2022
Estimated Project Completion Date:	January 2022



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Project Partners

Describe other partners involved in the project. Describe who was engaged in project planning and who will be responsible for implementation. Highlight local agencies, citizen groups, or tribal organizations engaged with the project. Identify if other partners are contributing in-kind or financial resources to the project.

U.S. Forest Service:

- Plumas National Forest (Feather River, Mt Hough, Beckwourth Districts)
- Tahoe National Forest (Truckee, Sierraville, Yuba River Districts)
- Lassen National Forest (Eagle Lake, Almanor District)
- Pacific Southwest Regional Office

State Partners:

- Sierra Nevada Conservancy
- California Parks & Recreation OHV Division
- California's 1st State Assembly district

County Partners:

- Plumas
- Sierra
- Lassen

City Partners:

- City of Loyalton
- City of Portola
- City of Susanville

Project Stakeholders (NGO):

- **Truckee -**
 - Truckee Donner Land Trust - <http://tdlandtrust.org/>
 - Truckee Trails Foundation - <https://www.truckeetrails.org/>
 - Truckee Dirt Riders - <https://www.truckeedirriders.com/>
 - Truckee Chamber of Commerce - <https://truckee.com/>
 - Tahoe Area Mountain Bike Association - <https://tamba.org/>
 - Sierra Business Council - <http://sierrabusiness.org/>
- **Loyalton and Sierraville -**
 - East Sierra Valley Chamber of Commerce - <http://www.eastsierravalleychamber.com/>
- **Downieville and Sierra City -**
 - Sierra County Chamber of Commerce - <https://sierracountychamber.com/>
 - Sierra County Land Trust - <http://www.sierracountylandtrust.org/>
 - Nevada County Woods Riders - <https://woodsriders.clubexpress.com/content.aspx?sl=1186630391>



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



- Signed MOU - Create working partnerships with "Connected Community" stakeholders
- Challenge Cost Share Agreement with the U.S. Forest Service
 - Trail Master Plan
 - NEPA Planning
- Updated and new Sponsored Voluntary Services Agreement
 - Trail Maintenance
 - Trail Construction
- Adopted Resolution Create working partnership with Cities and Counties
- Community Engagement
 - Produce Trail Committee made up of stakeholders, government agencies and regional representatives
 - Host quarterly Trail Committee meetings to encourage project participation and provide updates on community meetings and survey findings
 - Engage community members in the trail planning process and gather ideas through a series of public meetings (2- meetings in each community or region) with Trail Committee Members in attendance
- Prioritizing Implementation
 - Conduct in-person and online surveys to establish recreational trail priorities and socioeconomic data. Surveys will be ongoing working with Chico State University
- Report and Analysis
 - Compile information gathered through Trail Committee and public meetings
- GIS Mapping
 - Collaborate with National Forests on Fuel Reduction Projects in order to piggy-back trail projects in the NEPA process
 - Ground-proof, GIS map, flag and photo points for all proposed linear routes connecting communities
 - Identify overnight hut locations
- Produce Trails Feasibility Studies for each Connected Community
- Final Connected Communities Trails Master Plan, with all linear routes mapped, flagged and ready for Phase 2 NEPA/CEQA (County Leads)
 - Provide Trail Master Plans for public viewing (website)

***AS TMP's are completed projects will be phased and moved into planning and implementation based upon community capability and involvement.**

SBTS Trails Master Plan Deliverables (Phase 2 - Complete NEPA/CEQA (County Leads). Funded through California OHV Division and SBTS matching funds):

- Operating under Challenge Cost Share Agreement(s) and Sponsored Voluntary Services Agreement(s), USFS and SBTS to prioritize routes and to perform NEPA/CEQA documentation.



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Project Summary & Location

Summarize the project, including purpose, acreage (if applicable), and detailed location information. From this narrative, a reader should easily understand what the project is and where it is located.

The Sierra Buttes Trail Stewardship is proposing to develop a regional Connected Communities - Trails Master Plan that will plan, construct and maintain a multiple use trail system to connect the northern Sierra communities of: City of Loyalton, Sierraville, Sierra City, Downieville, Quincy, Graeagle, City of Portola, Taylorsville, Greenville, Chester, Westwood, City of Susanville.

Establishment of Connected Community Trail Master Plans will provide a basis for severely disadvantaged communities located throughout Plumas, Sierra and Lassen Counties to collaboratively envision, create and maintain a vibrant outdoor recreation economy by providing world-class multiple use trail opportunities on surrounding public lands. In addition to planning the linear trails that will connect the communities to one another, the Trails Master Plan (TMP) will identify areas within communities where trail access would create additional benefit. Areas such as schools, neighborhoods, campgrounds, parks, retail centers and trailheads (new and existing) will be identified and as part of the trail plans. Trail systems are often most frequently used by residents as part of daily routines and can attract talented individuals and families looking for a lifestyle tied to the outdoors. Having these trail systems connected to "Main Street" is ideal, as it brings visitors into town for restaurants, accommodations and services, and allows convenient access to public lands for residents.

Background & Need

Concisely describe the background and need for project.

Project Need:

- 70% of the land in Plumas and Sierra Counties is National Forest, and in Lassen County 58% of the land is National Forest. The National average is 8%.
- Plumas, Sierra and Lassen Counties were amongst the richest counties in California - once during the Gold Rush and again during the Timber Boom.
- Jobs in these rural counties have historically come from extractive industries that utilized resources on public lands. Due to government and environmental regulations, those jobs are gone and Plumas, Sierra and Lassen are now among California's poorest counties.
- The U.S. Forest Service, National Strategy for Sustainable Trail Systems identifies the need to inventory, plan, maintain and construct trails with partnerships.
- The U.S. Forest Service, 10-Year Sustainable Trail Stewardship Challenge specifically identifies the need to complete Trail Master Plans on each forest.



Environmental Solutions with Geosynthetics

10038 Marathon Parkway, Lakeside, CA 92040 • Phone: (425) 503-6979 • Web: www.layfieldgroup.com
 • Toll Free: 1 800 377-8404 • Fax: (619) 562-1150 • E-Mail: Robert.emmons@layfieldgroup.com

Date: October 22nd, 2019

To: City of Loyalton De-sludge and repair

Attn: Alexa Kinsinger

Pages (4)

Re: City of Loyalton Pond Cleanings

Bid Number: 20S113 Rev#1

Layfield USA Corp. is pleased to provide you with our Price Estimate with respect to the above-mentioned project. Our Project Scope is defined below for your reference:

Item	Description	Estimated Qty	UoM	Unit Price	Total
1	Mobilization/Demobilization/Equipment Freight (all earthworks to be completed by others)				
	Layfield Mobilization/Demobilization/Equipment Freight	1	LS	\$7,944.00	\$7,944.00
Subtotal Item #1					\$7,944.00
2	Supply Only Materials				
	Materials (FOB Loyalton, CA)				
	- Geotube GT500D (2 @ 60' circumference x 22' long)	2	Ea	\$1207.48	\$2,414.96
	- Polymer (Solve 137)	1	Totes	\$3328.00	\$3,328.00
	- Geotube Underside Filtration (GFF)	2	EA	\$774	\$1,548.00
	- Liner System 22' x 60'	2	EA	\$580.00	\$1,160.00
Subtotal Item #2					\$8,450.96
3	Equipment Setup/Teardown & Polymer Make-Down, Injection and Monitoring				
	Layfield Crew and Equipment Rate (based upon 10 hrs/day) <u>Personnel: 3 Technicians & 1 Supervisor for duration of equipment setup/teardown & pumping and Crew Cab 4x4 (x2)</u>	11	Days	\$6,086	\$66,946.00
	<u>Equipment</u> (based upon list below) - Chemical Control and Tracking System (Automated Polymer Make-Down) - 6" Geotube Injection Ports, Manifolds and Inspection Ports - 2" Pump (x1) c/w Suction & Discharge Hose - 6" Pumps (x2) c/w Suction & Discharge Hose - 4" Pump (x1) c/w Suction & Discharge Hose - Day Rate - \$2,465. ⁰⁰ - Week Rate - \$12,325. ⁰⁰	1	1-Week Rate	\$12,325.00	\$12,325.00
Subtotal Item #3					\$79,271.00
Subtotal items #1-3					\$0.00
Sales Tax, CA at 7.2%					Tax Exempt
Project Estimated Total					\$95,665.96

Our Price Estimate is subject to the following Project Clarifications and our Standard Terms and Conditions as stipulated in Appendix A.

Project Clarifications**A. Our Pricing is based upon:**

1. Layfield's did not perform a Sludge Survey. Desludging activities to require 6 days, these are based on information provided by client. Layfield has made the following assumptions.
 1. Summary estimates solids to be removed (400 cubic yards of sludge solids)
 2. Determined an Average of 2.9% solids in the ponds. If more sludge is determined to be in the reservoirs, additional days and polymer will be needed and charged at the listed rates above.
 3. {2} Dumpster provided by client for the Geotubes.
2. Equipment charges commence from the time they are picked up from Layfield's facility to the time when returned to the Layfield facility.
3. Desludging activities permitted to continue up to ten (10) hours per day, seven (7) days per week, including holidays, weather permitting.
4. The use of the existing site with the work area free and clear of all obstructions.
5. Safe, complete and clear access to and around the site at all times during the setup, desludging and teardown activities.

B. Layfield has included the following allowances in our pricing:

1. Four (4) person crew augmented by a Site Project Manager during set up and for first 6 days of pumping activity;
2. One (1) Mobilization/Demobilization cycle for the Layfield crew;
3. Estimated costs for Polymer Make-down, Injection and Monitoring. Layfield has overestimated the amount of polymer needed however if site conditions/solids change, additional polymer may be needed.
4. An electronic Leak detection survey utilizing the water lance method. Layfield have included repairs of up to 2 days, 6 days of pumping and 3 days to survey the pump. Additional days will be charged at the listed rate above.

C. Layfield has not included the following allowances in our pricing (to be provided by the Owner, at no charge to Layfield):

1. All costs associated with survey control or the location of underground utilities.
2. Fresh water to be used in the polymer make-down process (not to exceed 100 GPM while utilizing a 2" waterline).
3. All processed water in dewatering containment pond after Layfield leaves site is the responsibility of others.
4. Removal/Disposal of dry solids after 3-4 months, Geotube Material or liner.
5. On-site disposal bins, sanitary toilets or temporary fencing for the duration of Layfield's work.
6. Special protective devices, special work clothing, or specific safety training or certification required by the Contract Documents or because of hazardous site conditions.
7. Permits that may be required.

D. Layfield will require a minimum of six to eight (6-8) weeks' notice in order to procure materials and to schedule the arrival of our Installation Crew at the site.

We trust that our **Price Estimate** meets with your current needs. Please do not hesitate to contact the undersigned if you have any questions.

Regards,
Layfield USA Corp.



Armando Contreras
Senior Service Manager
Acontreras@layfieldgroup.com
P: 619-733-7621

Attachments: Appendix "A"



Acceptance of Price Quotation:

I (the undersigned) accept this Price Quotation and authorize Layfield USA Corp. to proceed with the entire scope of work stated herein.

Company Name : _____ Date : _____

Name and Title : _____

Signature : _____ Purchase Order No. : _____

Appendix A
Standard Terms and Conditions

1. Layfield USA Corp. ("Layfield") is a non-union contractor. We have not based our labour rates on a union scale, nor have we included union permitting fees for our Layfield personnel (extra to the contract if applicable).
2. Terms :
 - Prices do not include sales tax
 - Prices are F.O.B. Jobsite, unless otherwise noted
 - Prices are firm for 30 days
 - Prices presented are based on the scope of work stated herein, in its entirety
 - Payment net 30 days O.A.C.
 - Interest charged on overdue accounts at 1.5% per month (18% per annum)
3. Layfield has not included in its price the costs of any Bonds. We will, upon reasonable notice, supply the same as an extra to the Contract, at Layfield's cost plus ten percent (10%).
4. All additional costs incurred by Layfield to accommodate "Winter Conditions" installation, shall be added to the Contract Price. Further information can be provided upon request.
5. Layfield agrees that the Owner or Contractor may maintain a holdback pursuant to Builder's or Mechanic's Lien legislation applicable to the place of the Work until forty-five (45) days following Total Performance of the Work hereunder. Release of any holdback shall be made at that time, notwithstanding that the Contractor may not have received or be entitled to receive holdback release from the Owner.
6. Quality of the Work shall conform to Layfield's Quality Assurance / Quality Control (QA/QC) program and to the standards in the Contract Documents subject to any exceptions or clarifications in Layfield's Proposal.
7. The prices quoted are based on plastic resin prices on the date of the Proposal and are subject to adjustment at Layfield's discretion to account for resin price increases after the date of the Proposal. All prices are F.O.B. the Seller's plant and unless otherwise specified, exclude all local, state, or federal sales taxes. Proposal prices apply only in the quantity and on the shipping schedule, named in the proposal and unless the Seller expressly agrees to the contrary in writing, such proposals are subject to change without notice. Prices are subject to change in the event of increases in customs duty, sales, excise, or other similar taxes, or increases in freight, insurance, of variation in foreign currency exchange rates, or in the costs of manufacture.
8. Layfield's senior on-site representative has sole discretion to temporarily to stop work if, in the representative's opinion, weather conditions inhibit the safe and proper prosecution of the Work. Layfield will not be responsible for any costs, claims or damages, including but not limited to crew downtime, standby, subsistence, mobilization, consultant fees and liquidated damages incurred by Others as a result of weather delays in Layfield's Work.
9. Layfield's warranty obligations shall apply only to the installation of the geosynthetic components. The manufacturer of materials shall provide any warranty of the geosynthetic materials to be installed or supplied hereunder, and Layfield shall have no obligations with respect to the same.
10. Layfield shall not be responsible or held liable for defects, damage and/or deficient materials and installations, either in whole or in part, should these arise or result from the use of poor quality, inappropriate or unsuitable earthworks material, including the use of inappropriate methods employed to construct the earthworks in contact with the completed geosynthetic installation, or from misuse, vandalism or force majeure.
11. Layfield's installation warranty is limited to repair or, at Layfield's discretion, replacement of defects that are demonstrated to Layfield's satisfaction to be the result of substandard workmanship by Layfield. Such warranty work shall be performed only to the same standards and Scope of Work as set out in the Contract Documents. Layfield shall not be liable for any damages, including without limitation, any special, direct, indirect, consequential or incidental damages arising from the use of the geosynthetics installation, howsoever caused.
12. Layfield's Proposal is based on using the *Associated General Contractors Subcontract Form 650* as the Form of Agreement between Layfield and the Contractor. Layfield reserves the right to modify its proposal, to negotiate acceptable terms and conditions with the Contractor, or to refuse to execute the subcontract in its entirety if the Contractor imposes any other form of agreement.



October 22, 2019

City of Loyalton
605 School St.
Loyalton, CA 96118

RE: Task Order #5 CAO Reporting Phase 2 – Engineering Fee Breakdown

Dear City Council Members:

As part of the effort to comply with the outstanding Cleanup and Abatement Order #R5-2013-0700 issued to the Loyalton wastewater treatment plant (WWTP) in 2013, Farr West is submitting Task Order #5 under the Master Services Agreement between the City and our firm.

Under Task Order #5, Farr West will continue to write and submit the CAO Quarterly Progress Reports through the fourth quarter 2020 and the WDR annual monitoring report for 2019 and 2020. Additionally, Task Order #5 includes the subconsultant work for Layfield Group to conduct leak detection testing on the south effluent storage pond. As part of Layfield Group's leak detection testing responsibilities, they will complete spot repairs on small leaks discovered and submit a report evaluating the integrity of the pond liners. Lastly, under Task Order #5, Farr West will coordinate the subconsultant services and act as the liaison between Layfield Group and City staff.

Currently, Farr West has two task orders open with the City that relate to the CAO compliance work outlined in Task Order #5. These task orders are Task Order #2 – CAO Scoping, Analysis, and Reporting and Task Order #3 - Pond Leak Detection Testing. Task Order #5 is intended to combine and extend the outstanding work within Task Orders #2 and #3 to help the City work towards final CAO compliance. Fees associated with Task Order #5 total \$157,000. Task Order #2 currently has a remaining budget of \$22,155, and Task Order #3 has a remaining budget of \$26,862. Tasks Orders #2 and #3 will be closed out once Task Order #5 is approved. This means that the City will not have to bear the costs of the remaining budgets in both Task Orders. Combining the remaining budgets and subtracting them from the Task Order #5 fee results in a Task Order #5 fee of approximately \$107,985.

If you have any questions or concerns, please do not hesitate to contact me at (775) 997-7491 or by email at akinsinger@farrwestengineering.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alexa Kinsinger".

Alexa Kinsinger, E.I.

Attached: Task Order #5 – Cleanup and Abatement Order (CAO) Reporting & Compliance Work

Task Order

Task Order Number: #5

Date: October 22, 2019

Title: Cleanup and Abatement Order (CAO) - Phase 2

Project Description: Provide professional engineering services to the City of Loyalton ("City") related to the reporting on the Cleanup and Abatement Order # R5-2013-0700 issued to the City on February 28, 2013, and (by extension of the CAO) the Waste Discharge Requirements Order No. R5-2009-0108 issued to the City on October 8, 2009. Provide professional engineering services to the City related to compliance of the effluent storage ponds at the Wastewater Treatment Facility as required in the CAO.

The phase and task breakdown for the Project is designated as follows:

- Task 1 – Project Management
- Task 2 – Monitoring and Reporting
- Task 3 – Pond Leak Detection Testing Oversight
- Task 4 – Leak Detection Subconsultant Services
- Task 5 – Project Contingency

Additional information on the specific services, the schedule, and associated fees is provided as follows.

The Master Services Agreement is amended and supplemented to include the following agreement of the parties.

PART 1 – SERVICES

Task 1 – Project Management

Objective

Plan, organize, direct, control, and communicate all relevant activities set forth in this Scope within the approved budget and schedule.

Approach

Farr West will review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the Scope, budget, or schedule and developing change management strategies with City.

Deliverables

The following deliverables will be submitted under this task:

- Project Scope and Fee.
- Project schedules, monthly status reports, and invoices.

Assumptions

The following assumptions apply:

- Project duration will be approximately 15 months.
- Monthly updates will be included with invoices.
- Communication will be through email and telephone.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – CAO Reporting

Objective

Submit summary reports addressing CAO issues to the CA RWQCB as stipulated in the orders. Facilitate communication with CA RWQCB as needed to ensure City maintains pathway to CAO compliance.

Approach

Activities under this task will include the following elements:

- Consolidate all necessary updates on work completed toward CAO issues throughout the monitoring period.
- Generate and submit the following summary reports to the CA RWQCB: CAO quarterly progress reports and WDR annual monitoring reports, miscellaneous update reports as stipulated by the CA RWQCB.
- Prior to submittal to the CA RWQCB, City staff shall review and comment on the reports.
- Farr West will discuss summary report data and pathway to CAO compliance status with the CA RWQCB on an as needed basis.
- Serve in an advisory capacity to the City on the WDR monthly monitoring report.

Deliverables

The following deliverables will be submitted under this task:

- CAO quarterly progress reports (2019 Q3- Q4 and 2020 Q1-Q4) - 1 Draft and 1 Final per quarter (PDF)
- WDR annual monitoring report (2019 & 2020) – 1 Draft and 1 Final (PDF)

Assumptions

The following assumptions apply:

- The City will continue to submit the monthly monitoring reports required per the WDR.
- All quarterly reports are due to the CA RWQCB on May 1st for Q1, August 1st for Q2, November 1st for Q3, and February 1st for Q4.
- For CAO quarterly progress reports and WDR quarterly monitoring reports:
 - The City shall provide to Farr West all necessary information for the quarterly reports by the 5th day of the month preceding the submission deadline (i.e., January, April, July, or October).
 - Draft versions of the quarterly reports will be provided to the City by the 15th day of the month preceding the submission deadline. The City will provide review comments on all quarterly reports within 5 business days from receipt.
 - To the best of our ability, Farr West will submit the finalized quarterly reports to the CA RWQCB (on behalf of the City) by the required submission deadline.

- For the WDR annual reports:
 - > The City shall provide to Farr West all necessary information for the 2019 and 2020 annual reports by the 4th of January.
 - > Farr West will provide a draft of the annual report to the City by the 14th of January. The City shall provide comments to Farr West by the 20th of January.
 - > Farr West will submit the finalized annual report to the CA RWQCB (on behalf of the City) by the close of business January 31st.
- If the CAO is not settled by February 28, 2021, additional quarterly progress reporting and annual reporting may be required. If the City would like Farr West to complete this additional reporting, an amendment to this contract will be required.

Task 3 – Pond Liner Leak Detection Testing Oversight

Act as liaison between leak detection subconsultant, City and Certified Operator. Oversee subconsultant scheduling, activities, and reporting. Assist Operator with preparation activities and engineering analysis during and after leak detection testing.

Approach

Farr West will review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Assist City wastewater operators with prep activities for the leak detection testing. This includes coordination with operators to empty ponds.
- Oversee subconsultant during leak detection testing.

Deliverables

The following deliverables will be submitted under this task:

- CAO Corrective Action Plan – 1 Draft and 1 Final (PDF)

Assumptions

The following assumptions apply:

- Project duration for the south pond will be approximately two (2) months and will occur in Quarter 4 of 2019.
- Project duration for the north pond will be approximately two (2) months and will occur in Quarter 3 of 2020.
- At least four (4) site visits are anticipated for completion of this task.
- If leak detection results from south pond require a change in approach for leak detection on the north pond, an amendment to this contract may be required.
- Any cost of equipment required to prep ponds, remove equipment or debris, or access liner locations will require an amendment to this scope of work.
- Based on the findings of the leak detection services, whale monitoring reports and storage volume calculations, it may be recommended that the City pursue additional land application areas, reduce I/I in the collection system, provide an engineering analysis for the ponds storing water above their current freeboard elevation, or the design and construction of an additional storage pond. Services related to these activities will require a contract amendment.

Task 4 – Subconsultant Services

Objective

Provide leak detection testing services that abide by the ASTM Method D 7703, Standard Practice for Electrical Leak Location on Exposed Geomembranes using the Water Lance Method for the south effluent pond located at the Loyalton Wastewater Treatment Facility. Provide report that presents leak detection results, spot repairs made, and certification of the pond liner integrity.

Approach

Activities under this task will include the following elements:

- Provide pond liner desludging and cleaning to prepare the liner for the leak detection testing.
- Conduct on site leak detection testing using water lance methods that meet the ASTM D 7703 standard.
- Provide liner spot repairs if minor leaks are discovered.
- Develop final report to present results of leak detection testing and certification of the pond liner integrity assuming spot repairs are sufficient to certify.

Deliverables

The following deliverables will be submitted under this task:

- Final report that presents leak detection results, spot repairs made, and certification of the pond liner integrity.

Assumptions

The following assumptions apply:

- Services are for the South Pond only. A contract amendment will be required to provide similar services for the north pond.
- Significant failure of the liner may require repairs which are not covered by this scope of work.
- Leak detection testing is estimated to take eleven (11) days including mobilization and demobilization.
- Summary report will be provided within 4 weeks of the conclusion of testing services.
- The pond will be near empty (i.e. less than 6-inches of water) before the leak detection testing can take place. Failure to adequately prep the pond in advance of testing may result in testing delays and increase in fees.
- Assumptions were made that estimated desludging activities to take six (6) days. If more sludge is determined to be in the pond, additional days and polymer will be needed and charged at listed rates according to Layfield proposal 20S113 Rev #1.
- All project clarifications, unit prices, estimated quantities, and assumptions made in Layfield proposal 20S113 Rev #1 apply for this task order #5.
- Neither Farr West nor subconsultant, Layfield Group, are responsible for pond liner issues existing as a result of the original design of the pond liner system, including but not limited to, whaling.
- City is responsible for providing two (2) dumpsters for 60-ft circumference x 22-ft long geotube storage and disposal. Geotube dewatering will occur for approximately 8 months and will require continual dewatering pumping for the duration of the period.
- Cost includes Farr West standard markup of 15 percent.

COMPENSATION

The City of Loyaltan shall pay Farr West on a time and materials basis, including travel, not to exceed one hundred fifty-seven thousand dollars (\$157,000). Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

DESCRIPTION		BUDGET
Task 1	Project Management	\$ 8,500
Task 2	CAO Reporting	\$ 11,500
Task 3	Pond Leak Detection Testing Oversight	\$ 12,500
Task 4	Leak Detection Subconsultant Services	\$ 110,000
Task 5	Project Contingency	\$ 14,500
TOTAL:		\$157,000

PART 2 – SCHEDULE

The project is expected to follow the *proposed* schedule as shown below as a general guideline.

Notice to Proceed: October 24, 2019

End of Contract: February 1, 2021

Attachments: Proposal 20S113 Rev #1 for Subconsultant Services

IN WITNESS WHEREOF, the parties hereto have executed this Task Order.

Owner: City of Loyaltan

Engineer: Farr West Engineering

By: _____

By:  _____

Print Name: Sarah Jackson

Print Name: Lucas Tipton, P.E.

Title: City Mayor

Title: Principal Engineer

Date
Signed: _____

Date
Signed: 10/23/19



Environmental Solutions with Geosynthetics

10038 Marathon Parkway, Lakeside, CA 92040 • Phone: (425) 503-6979 • Web: www.layfieldgroup.com
 • Toll Free: 1 800 377-8404 • Fax: (619) 562-1150 • E-Mail: Robert.emmons@layfieldgroup.com

Date: October 22nd, 2019

To: City of Loyalton De-sludge and repair

Attn: Alexa Kinsinger

Pages (4)

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Bid Number: 20S113 Rev#1

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We trust that our **Price Estimate** meets with your current needs. Please do not hesitate to contact the undersigned if you have any questions.

Regards,
Layfield USA Corp.



Armando Contreras
Senior Service Manager
Acontreras@layfieldgroup.com
P: 619-733-7621

Attachments: Appendix "A"



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Name and Title : _____

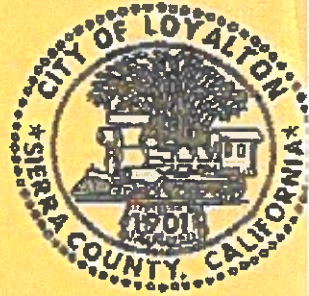
Signature : _____ Purchase Order No. : _____

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2. Terms : Prices do not include sales tax
Prices are F.O.B. Jobsite, unless otherwise noted
Prices are firm for 30 days
Prices presented are based on the scope of work stated herein, in its entirety
Payment net 30 days O.A.C.
Interest charged on overdue accounts at 1.5% per month (18% per annum)
3. Layfield has not included in its price the costs of any Bonds. We will, upon reasonable notice, supply the same as an extra to the Contract, at Layfield's cost plus ten percent (10%).
4. All additional costs incurred by Layfield to accommodate "Winter Conditions" installation, shall be added to the Contract Price. Further information can be provided upon request.
5. Layfield agrees that the Owner or Contractor may maintain a holdback pursuant to Builder's or Mechanic's Lien legislation applicable to the place of the Work until forty-five (45) days following Total Performance of the Work hereunder. Release of any holdback shall be made at that time, notwithstanding that the Contractor may not have received or be entitled to receive holdback release from the Owner.
6. Quality of the Work shall conform to Layfield's Quality Assurance / Quality Control (QA/QC) program and to the standards in the Contract Documents subject to any exceptions or clarifications in Layfield's Proposal.
7. The prices quoted are based on plastic resin prices on the date of the Proposal and are subject to adjustment at Layfield's discretion to account for resin price increases after the date of the Proposal. All prices are F.O.B. the Seller's plant and unless otherwise specified, exclude all local, state, or federal sales taxes. Proposal prices apply only in the quantity and on the shipping schedule, named in the proposal and unless the Seller expressly agrees to the contrary in writing, such proposals are subject to change without notice. Prices are subject to change in the event of increases in customs duty, sales, excise, or other similar taxes, or increases in freight, insurance, or variation in foreign currency exchange rates, or in the costs of manufacture.
8. Layfield's senior on-site representative has sole discretion to temporarily to stop work if, in the representative's opinion, weather conditions inhibit the safe and proper prosecution of the Work. Layfield will not be responsible for any costs, claims or damages, including but not limited to crew downtime, standby, subsistence, mobilization, consultant fees and liquidated damages incurred by Others as a result of weather delays in Layfield's Work.
9. Layfield's warranty obligations shall apply only to the installation of the geosynthetic components. The manufacturer of materials shall provide any warranty of the geosynthetic materials to be installed or supplied hereunder, and Layfield shall have no obligations with respect to the same.
10. Layfield shall not be responsible or held liable for defects, damage and/or deficient materials and installations, either in whole or in part, should these arise or result from the use of poor quality, inappropriate or unsuitable earthworks material, including the use of inappropriate methods employed to construct the earthworks in contact with the completed geosynthetic installation, or from misuse, vandalism or force majeure.
11. Layfield's installation warranty is limited to repair or, at Layfield's discretion, replacement of defects that are demonstrated to Layfield's satisfaction to be the result of substandard workmanship by Layfield. Such warranty work shall be performed only to the same standards and Scope of Work as set out in the Contract Documents. Layfield shall not be liable for any damages, including without limitation, any special, direct, indirect, consequential or incidental damages arising from the use of the geosynthetics installation, howsoever caused.
12. Layfield's Proposal is based on using the *Associated General Contractors Subcontract Form 650* as the Form of Agreement between Layfield and the Contractor. Layfield reserves the right to modify its proposal, to negotiate acceptable terms and conditions with the Contractor, or to refuse to execute the subcontract in its entirety if the Contractor imposes any other form of agreement.

CITY OF LOYALTON

COUNTY OF SIERRA
210 FRONT STREET
PO BOX 138
LOYALTON, CALIFORNIA 96118
(530) 993-6750
FAX (530) 993-6752



OFFICE OF THE MAYOR

APPLICATION FOR A BUSINESS LICENSE

Name of Owner of Business: Robert Tocei
(First) (Middle) (Last)
Address: 502 Commerce Way Telephone: 925 245 6100
Name of Business: ANS. NET, Inc Livermore CA 94551
Nature of Business: Computer Networking
State Contractors License No. 763508 4/20 Resale License No: 092642418
Permanent Location of Business: 502 Commerce Way
Livermore CA 94551 Telephone: 925 245 6100
Is Business a Corporation or Partnership? Yes No
If so, please indicate the name(s), address(s), and title(s) of officer(s) or partner(s):
Joe Mooman 201 Persimmon Dr Brentwood CA 94513

Annual Gross Receipts from Business \$ 6142.00
(The City needs this information to determine the tax due per quarter. See schedule below.)

10/9/19 Diana Monaghan VP
Date Signature Title

Sales or use tax may apply to your business activities. You may seek, written advice regarding the application of tax for your particular business by writing to the nearest State Board of Equalization office.

TAXES (Section 5.04.220 of Loyalton Municipal Code)

All businesses having gross receipts of:

- A. Less than \$10,000 annually - Fee of \$ 60.00 per year
- B. Between \$10,000 and 50,000 annually - Fee of \$100.00 per year
- C. Between \$ 50,000 and \$100,000 annually - Fee of \$140.00 per year
- D. Between \$100,000 and \$150,000 annually - Fee of \$180.00 per year
- E. More than \$150,000 annually - Fee of \$220.00 per year

Fee received _____
Date received _____

City Clerk: _____ Date: _____