

DEPARTMENT OF WATER RESOURCES

NORTH CENTRAL REGION OFFICE
3500 INDUSTRIAL BOULEVARD
WEST SACRAMENTO, CA 95691

**RECEIVED**

DEC 06 2019

BY: _____

December 4, 2019

Honorable Sarah Jackson
Mayor of the City of Loyalton
City Hall
Post Office Box 128
Loyalton, California 96118

Honorable Sarah Jackson:

Thank you for the cooperation and courtesy your staff extended to Mr. Ray Lee of the Department of Water Resources' (DWR) North Central Region Office during their meeting on July 10, 2019, to discuss the City of Loyalton's (City) responsibility in the National Flood Insurance Program (NFIP). Mr. Lee reported that the meeting was informative and will assist the City with the proper implementation of the NFIP.

The meeting, combined with previous involvement with the City, allowed DWR staff to review the City's floodplain management regulations and enforcement practices. Based on meetings and review, the enclosed Community Assistance Visit (CAV) report was prepared and is provided for your consideration.

As of September 12, 2019, Federal Emergency Management Agency (FEMA) records show that there are ten flood insurance policies in force in the City, for a total coverage of \$2 million. To date, there are nine flood loss claims on file.

The City's Floodplain Management Regulations are found in Chapter 14.01, Ordinance 414 of the City's Municipal Code. DWR staff has found that the City's Floodplain Management Regulations meet and even exceed FEMA's requirements in Section 14.17.003(a)-Elevation and Floodproofing. In this section, the City requirements state that the lowest floor of the structure be elevated, or floodproofed, a minimum of one foot above the base flood elevation. City staff is commended for adopting floodplain management standards that are more restrictive than Title 44 of the Code of Federal Regulations (CFR).

In order to help provide the community with a more comprehensive process toward flood loss reduction, DWR is recommending that contracted staff providing building permit services attend one of our NFIP workshops. The workshop called "Duties of the Local Administrator" is considered one of our basic workshops and would provide a better understanding of the community's responsibilities in implementing the NFIP.

Honorable Sarah Jackson
December 4, 2019
Page 2

During the floodplain reconnaissance survey, staff identified three structures that appear to be located within the City's Special Flood Hazard Area. To date, City staff has provided compliant documentation for one of the three structures. In accordance with Section 14.17.003 of the City's requirements and Title 44 of the CFR, Part 60.3(c), City staff still needs to provide DWR with the following:

- As-built documentation demonstrating that the developments identified as "UNRESOLVED" in Section 2 [2] of the enclosed CAV report meet either the City's elevation or substantial improvement requirement. Please provide the above requested information by January 4, 2020 to ensure the City is in full compliance with the NFIP regulations.

A timely response will help DWR staff to properly coordinate the matter with FEMA's Region IX office.

It is important to circulate the CAV report to all City staff who attended the CAV meeting and other staff who are involved in floodplain management. The findings in the CAV report are intended to help improve the City's compliance with floodplain management regulations. The report is not intended to be a comprehensive examination of the City's implementation of the NFIP. It is the responsibility of the City to read, understand, and implement NFIP requirements specified in Title 44 of the CFR.

If you have any questions or require further information, please contact Mr. Ray Lee at (916) 376-9638.

Sincerely,



Juan Escobar, Chief
North Central Region Office

Enclosure(s)

cc: (See attachment)

cc: Ms. Nancy Rogers
Vice Mayor City of Loyalton
City of Loyalton
City Hall
Post Office Box 128
Loyalton, California 96118

Mr. Brook Mitchell
City Councilman
City of Loyalton
City Hall
Post Office Box 128
Loyalton, California 96118

Ms. Kathy LeBlanc, Deputy
City Clerk
City of Loyalton
City Hall
Post Office Box 128
Loyalton, California 96118

Mr. Michael Hornick
Federal Emergency Management Agency
1111 Broadway, Suite 1200
Oakland, California 94607

City Of Loyalton

Housing Permit Procedures For Building in Flood Plain

1. Determine if it is in Flood Plain
2. Determine the type of construction. New build or Remodel
3. Procedures for inspection of Property before permit is issued.
4. Review information at staff level.
5. Issue permit if warranted.
6. Review construction per code.

FEDERAL EMERGENCY MANAGEMENT AGENCY

COMMUNITY ASSISTANCE VISIT REPORT

SECTION I

1. NAME OF COMMUNITY Loyalton	2. STATE: California	3. COMMUNITY ID NUMBER: 060381	4. COUNTY: Sierra
5. VISIT CONDUCTED BY: Ray Lee		6. AGENCY: Department of Water Resources	7. DATE OF VISIT: July 10, 2019

SECTION II

8. NAME OF LOCAL OFFICIAL: Ms. Kathy LeBlanc, Deputy City Clerk	9. TELEPHONE NUMBER: (530) 993-6750
10. ADDRESS OF LOCAL OFFICIAL: 605 School Street, Loyalton, California, 96118	

SECTION III - FINDINGS

PART A

QUESTIONS - Select appropriate response	RESPONSE		
	Serious	Minor	None
1. Are there problems with the community's floodplain management regulations?			X
2. Are there problems with the community's administrative/enforcement procedures?			X
3. Are there engineering or other problems with the maps or Flood Insurance Study?			X
4. Are there any other problems in the community's floodplain management program?			X
5. Are there problems with the Biennial Report data?	___ YES	___ <u>X</u> NO	
6. Are there any programmatic issues or problems identified?	___ YES	___ <u>X</u> NO	
7. Have structures been identified as being in violation? (Check appropriate category below.)			
___ A potential violation or violations has/have been identified.			
___ No violations have been identified.			
<u>X</u> Actions are being taken on the part of the community to remedy the violation(s) identified during the CAV.			

FLOODPLAIN MANAGEMENT PROGRAM

COMMUNITY ASSISTANCE PROGRAM

City of Loyalton

PART B - NARRATIVE

1. Background:

The City of Loyalton (City) is in eastern Sierra County near the communities of Sierraville, Calpine, and Sattley in the Sierra Valley. The City was incorporated on September 21, 1901, and it is comprised mainly of residential structures, a few small businesses, and Sierra Pacific Industries, which is a sawmill that is located just upstream of the City. The flooding source that impacts the community is the Smithneck Creek.

The City entered the regular phase of the National Flood Insurance Program on November 10, 1993. The City's population estimates for 2017 and 2018 were 760 and 757, respectively.

As of September 12, 2019, Federal Emergency Management Agency (FEMA) records show that there are ten flood insurance policies in force in the City, for a total coverage of \$2 million. To date, there are nine flood loss claims on file.

2. Reference Part A, Questions 1-6:

[1] Floodplain Management Regulations: The City's Floodplain Management Regulations are found in Ordinance Number 414, Part 14, Chapter 14.01 of the City's Municipal Code, dated December 16, 1993. Department of Water Resources staff has found that the City Floodplain Management Regulations meet and even exceed FEMA's requirements in Section 14.17.003(a)-Elevation and Floodproofing. In this section the City requirement states that the lowest floor of the structure be elevated, or floodproofed, a minimum of one foot above the base flood elevation. City staff is commended for adopting floodplain management standards that are more restrictive than Title 44 of the Code of Federal Regulations (CFR).

[2] Administrative and Enforcement Procedures: The City contracts with Plumas County's Building Department to ensure all permit requests for development located in the Special Flood Hazard Area comply with the City's regulations. Please see Attachment # 1 for the community's standard operating procedures.

The following structures were observed during the field inspection and require, or required, compliance documentation:

200 Main Street: Residential structures, FIRM Panel 0236 C, Flood Zone AE (4944). City staff needs to supply DWR with the following compliant documentation: (1) as-built lowest floor elevation, (2) completed Elevation Certificate with a certification stamp from a registered engineer in accordance with Title 44 of CFR, Part 60.3 (c) and Section 14.17.003 of the City's requirements. **UNRESOLVED**

213 Main Street: Residential structures, FIRM Panel 0236 C, Flood Zone AE (4944). City staff needs to supply DWR with the following compliant documentation: (1) as-built lowest floor elevation, (2) completed Elevation Certificate with a certification stamp from a registered engineer in accordance with Title 44 of CFR, Part 60.3 (c) and Section 14.17.003 of the City's requirements. **UNRESOLVED**

305 Main Street: Residential structures, FIRM Panel 0236 C, Flood Zone AE (4944). City staff needs to supply DWR with the following compliant documentation: (1) as-built lowest floor elevation, (2) completed Elevation Certificate with a certification stamp from a registered engineer in accordance with Title 44 of CFR, Part 60.3 (c) and Section 14.17.003 of the City's requirements. **RESOLVED**

During the July 10, 2019 meeting, City staff provided a determination for 305 Beckwith Street as not located in the FEMA 100-year floodplain

[3] Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS): The City is currently using FIRM and accompanying FIS dated February 2, 2012.

[4] Floodplain Management Program: The City is contracting out its building permit services to Plumas County. Its services appear to be adequate at this point, but DWR is recommending that the County staff attend any future NFIP workshops being offered in the near future.

[5] Biennial Report Data: N/A

[6] Programmatic Issues: N/A

3. Section 404, Hazard Mitigation Grant Program: N/A

4. E.O. 11988, Floodplain Management: N/A

5. Community Action Needed:

By January 4, 2020, City staff needs to provide DWR, in accordance with Section 14.17.003 of the City's requirements and Title 44 of CFR, Part 60.3(c), with the following:

Documentation demonstrating how the residential structures identified as "unresolved" in Section 2 [2] of this report are designed to reduce flood damage.

Interview Participants:

Richard Simonitch, Director of Public Works
Eric Robbe, Building Official
Ray Lee, Department of Water Resources

David and Adrienne Garza
305 Third Street
Loyalton, CA 96118

RECEIVED

NOV 18 2019

BY: _____

November 12, 2019

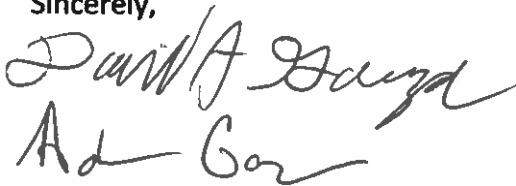
City Hall
Attn: City Council
PO Box 128
Loyalton, CA 96118

RE: Fire Access on Fourth Street

We are writing to complain about the fire access at the end of Fourth Street in Loyalton. There are 2 property owners that have vehicles and junk in the middle of the street. According to the County maps (attached) Fourth Street should go all the way behind the full width of our property. Currently only a mid-sized truck can fit through. I have serious concerns that if the back side of my property were to catch fire, the fire department would not be able to reach it. There is no other access to that side of the property, or to the backside of the property located on Haggard Way. We have asked the residents to move the items, but have not had any luck. I am hoping that the city can help with this ongoing problem, since some of the property is clearly in the street.

If you have any questions, or need any more information, please feel free to contact us.

Sincerely,

Handwritten signatures of David and Adrienne Garza. The first signature is 'David A Garza' and the second is 'Ad Garza'.

David and Adrienne Garza
PO Box 692
Loyalton, CA 96118
530-993-1519



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

12/11/19

Loyalton Volunteer Fire Department
210 Front Street
Loyalton, CA 96118

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: _____ (“Customer”) and an officer of Midwest Fire Equipment & Repair Co. (“Midwest Fire”) the following apparatus and equipment:

One (1) Midwest Fire All-Poly 2000 Gallon Tactical Tender

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 120-180 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus Proposal Price	\$	160,606
Chassis Proposal Price	\$	79,263
Apparatus & Chassis Proposal Price	\$	239,869

Due in 10 dzys

Total Proposal Price:	\$	239,869.00
------------------------------	----	-------------------

7.25 Tax + 17,390.50
~ 70K-financed Delivery ~ 4000⁰⁰
TOTAL \$ 261,259.50

due on completion \$ 181,996.50
FIGHT FIRE WITH FIRE – MIDWEST FIRE *Aug 2020*

Customer shall be responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:

A deposit in the amount of: \$ 79,263 (100% of the value of the Chassis) shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

Customer shall be responsible for paying the net cash balance upon acceptance of apparatus.

The amounts in this proposal shall remain firm for a period of 30 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

Change Orders:

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the freeze date has been communicated by Midwest Fire to the Customer, any change will be subject to a minimum change order fee of \$150 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee, and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

FIGHT FIRE WITH FIRE - MIDWEST FIRE

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

City of Loylton
Customer/Business Name (please print)

PO BOX 128
Business Address

Sarah M. Jackson Mayor ↓
Printed Name

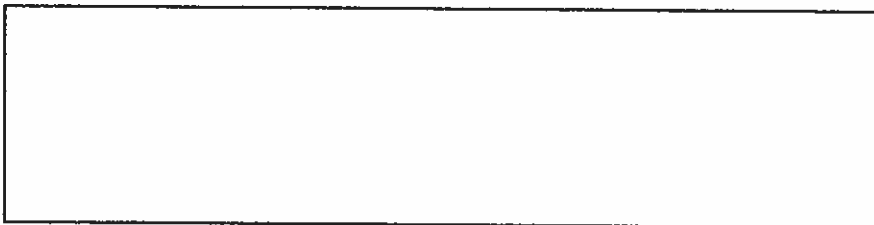
Sarah M. Jackson 12/17/19
Signature Date

Mayor
Title

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline. Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.



FIGHT FIRE WITH FIRE – MIDWEST FIRE

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

- 1) *at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.*
- 2) *you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.*

I hereby acknowledge that I have received & fully understand the above information.

Purchaser

Date

FIGHT FIRE WITH FIRE – MIDWEST FIRE

Kathy LeBlanc

From: shawn heywood [heywoodshawn@gmail.com]
Sent: Wednesday, December 11, 2019 8:38 AM
To: Sarah Jackson; Kathy LeBlanc
Cc: Robert DeMartini; John Evans
Subject: New Water Tender For Loyalton Fire Dept.

Good Morning Sarah,

I was hoping to send this to all council members, but don't have everyone's email, could you please forward?

I have been in talks with two different fire apparatus builders for the last few weeks, and now have proposals from the two companies. I also have the financing information we briefly discussed. It is quite affordable with good terms and rates.

I was hoping we could have a meeting with the City and discuss the options.

A brief re-cap.

We have approx. \$195K
The apparatus is between \$230K- 280K
there is also taxes and transport fees

With our new budget coming online in Jan. and looking at the financing options, it would appear it can be easily done.

The apparatus takes 6- 15 months to build, depending on company, and the balance is due then. There are initial deposits.

If we sign a contract prior to the end of the year we will save approx. 3%. That is the increase for both companies in 2020.

Please let me know when is a good time to meet.

Thank You
Shawn Heywood

LEASE FINANCING PROPOSAL



← not really leasing

Lessee
City of Loyaltan, CA

Vendor
Midwest Fire Equipment

Proposal Date:	December 11, 2019		
Equipment Description:	1- Midwest Tanker Truck		
Commencement Date:	January 15, 2020		
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Equipment Cost:	\$260,000	\$260,000	\$260,000
Lessee Down Payment:	\$190,000	\$190,000	\$190,000
Amount Financed:	\$70,000	\$70,000	\$70,000
Lease Term:	5 Years	6 Years	7 Years
First Payment Date:	9/15/2020	9/15/2020	9/15/2020
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	4.95%	4.95%	4.95%
Payment Amount:	\$15,902.35	\$13,561.88	\$11,890.08
Payment Factor:	0.22718	0.19374	0.16886

Annual payment

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Rick Carney
Phone: 813-258-9888 x16
Email: rcarney@leasing2.com
Web: www.firetruckleasing.com

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: December 11, 2019

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Loyalton, CA

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****
**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

Acknowledgement of Approval, City of Loyalton

The City of Loyalton acknowledges approval of the below listed reconciled Plumas Bank Accounts

General Account (1956)	09.30.2019	(\$218,160.91)	Reconciled	10.15.2019
CDBG Account (0059)	09.22.2019	(\$10,589.20)	Reconciled	09.30.2019
F.D. Reserve (7243)	09.30.2019	(\$182,193.59)	Reconciled	10.15.2019
General Savings (0322)	09.22.2019	(\$34,806.54)	Reconciled	09.30.2019
Enterprise-W&S (0559)	09.30.2019	(\$306,599.54)	Reconciled	10.15.2019
WWTP Constr. (1990)	09.30.2019	(\$4,852.14)	Reconciled	10.15.2019
WWTP Settle. (4387)	09.30.2019	(\$571,231.68)	Reconciled	10.15.2019
LAIF Account (496)	09.30.2019	(\$2,007,736.13)	Reconciled	10.07.2019

This authorization took place at the council meeting held on 12/17/2019 and will be further reflected in the council minutes of this meeting.

Authorized Signature

Sarah Jackson, Mayor, Dated 12/17/2019

Acknowledgement of Approval, City of Loyalton

The City of Loyalton acknowledges approval of the below listed reconciled Plumas Bank Accounts

General Account (1956)	10.31.2019	(\$201,312.29)	Reconciled	11.05.2019
CDBG Account (0059)	10.20.2019	(\$10,590.01)	Reconciled	10.25.2019
F.D. Reserve (7243)	10.31.2019	(\$182,224.54)	Reconciled	11.05.2019
General Savings (0322)	10.20.2019	(\$34,810.55)	Reconciled	10.25.2019
Enterprise-W&S (0559)	10.31.2019	(\$330,692.72)	Reconciled	11.05.2019
WWTP Constr. (1990)	10.31.2019	(\$4,850.14)	Reconciled	11.05.2019
WWTP Settle. (4387)	10.31.2019	(\$570,182.83)	Reconciled	11.05.2019
LAIF Account (496)	10.31.2019	(\$2,020,107.90)	Reconciled	11.05.2019

This authorization took place at the council meeting held on 12/17/2019 and will be further reflected in the council minutes of this meeting.

Authorized Signature Sarah Jackson, Mayor, Dated 12/17/2019

Kathy LeBlanc

From: Alexa Kinsinger [akinsinger@farwestengineering.com]
Sent: Thursday, December 05, 2019 9:12 AM
To: Kathy LeBlanc; Sarah Jackson
Subject: Final Update on South Pond Leak Detection Testing and Next Steps
Attachments: Conference Call Summary 12-3-19.pdf

Categories: Red Category

Hi Kathy and Sarah,

On Tuesday we had a conference call with Layfield Group to review the cost of the services completed and the plan for completing the testing and repairs on both the south and north pond. Attached is the summary of the conference call. All in all the call went well. The Layfield crew was on site for 7.5 days, but they are only going to charge for 5 days of work because the freezing equipment issues lead to unproductive days. Additionally, they committed to completing the leak detection testing and repairs on the south pond within their original contract amount of \$95,665.96. So, the City should not need to cover extra costs associated with Layfield's complications faced these past few weeks.

The plan for completion now it to conduct leak detection testing and repairs on both the south and north ponds at the end of irrigation season (tentative mid-September) 2020. John and I believe that we can get both ponds empty by this time if we modify operations as follows:

- Irrigate as early as feasible and as often as possible to lower pond levels
- Divert settling basin effluent to emergency storage pond as needed to lower effluent pond levels
- Pump north to south pond as needed to empty north pond first
- Pump south pond to grasslands as needed to empty south pond

If the water year makes it difficult to get both ponds empty, then plan B is to get the north pond empty first, complete leak detection and repairs, demobilize Layfield for 2-3 weeks and pump all south pond water to the north pond, then remobilize Layfield to complete testing and repairs on the south pond. Layfield is preparing their north pond work proposal now and including plan B as a proposal alternate in case weather conditions force us to pursue it.

We are hoping to get the north pond proposal finalized by the end of this month, then get it on a City Council meeting agenda in January or February. Layfield will also include the cost of ballast materials and installation in their proposal. I will follow up with more information about the potential ballast system to be installed in both ponds soon.

Let me know if you have any questions or concerns.

Thanks,
Alexa



Alexa Kinsinger, EI
Project Designer
Farr West Engineering
5510 Longley Lane
Reno, NV 89511

Loyalton Leak Detection – South Pond

Conference Call 11/26 Summary

Attendees:

Layfield Group:

Armando Contreras
Esequiel Sandoval
Diana Macha
Alberto Canizalez

Farr West Engineering:

Lucas Tipton
Matt Schultz
Alexa Kinsinger

City of Loyalton:

John Cussins

Summary:

- I. Update on status of project – Esequiel
 - a. Pumping from south to north pond in an effort to empty pond to complete leak detection and repairs
 - b. 1-1.5" of ice present on the pond liner so the field crew is working on breaking off the ice
 - c. With so much ice, it will be difficult to conduct electronic leak detection because the ice is a better conductor than water and would likely lead to false reads
 - d. Layfield and this crew do not have past experience with the weather issues they are currently facing

- II. Lucas asked how they intend to complete their scope of work?
 - a. Armando suggested that they could complete visual inspection of the liner then complete repairs after breaking the ice layer
 - i. Lucas stated that the California Regional Water Quality Control Board does not approve of visual inspection and requires that leak detection be completed through one of their approved methods
 - b. Alexa suggested that a remobilization at the end of irrigation season (i.e. September 2020) may be feasible with the potential to complete leak detection and repairs on both the south and north ponds assuming both water levels are low enough
 - i. John informed the group that the pond water levels are typically the lowest at the end of irrigation season and that we could modify operations to work towards lowering both pond levels in preparation for a Layfield remobilization
 - c. Armando agreed that they could remobilize once the weather improves, but suggested that the field crew repairs the second known hole in the liner before demobilizing
 - i. Group agreed that the field crew should fix the second known liner leak then demobilize as quickly as possible

- III. Discussion on remobilization as project impact
 - a. Would Layfield leave equipment onsite?
 - i. Armando and Esequiel suggested that they could leave the trash pump because they have two pumps, but they would need to take the polymer pump
 - ii. Armando would need to mark up costs associated with leaving equipment on site
- IV. Next Steps
 - a. Field crew to repair second known liner leak then demobilize from site
 - b. Conference call to take place between Farr West and Layfield early next week to review all costs associated with the work that has taken place thus far and discuss plan for completing work on south pond once weather improves
- V. Final Comments and Questions
 - a. Alexa asked if the current geotubes could be utilized again when the group remobilizes to the site (tentatively in September 2020)
 - i. Armando said the geotubes are made from a geocomposite fabric that can withstand weather and that Layfield should be able to utilize them again when they remobilize
 - ii. Esequiel estimated that each geotube has approximately 4 cubic yards of solids in them currently
 - iii. John said that the current location of the geotubes will not interfere with the plant operations
 - b. Armando and team decided it would not make sense to keep any equipment on site because the exact date of remobilization is unknown and we do not want the City to incur extra costs
 - c. Diana requested that someone follow up with a conference call summary and calendar invitation for the next conference call
 - i. Alexa will be responsible of summarizing this conference call and will send a calendar invitation for December 3

Kathy LeBlanc

From: Alexa Kinsinger [akinsinger@farrwestengineering.com]
Sent: Tuesday, November 26, 2019 1:29 PM
To: Kathy LeBlanc; Sarah Jackson
Cc: Lucas Tipton; Matt Schultz
Subject: Leak Detection Testing Update
Attachments: Layfield Daily Reports 11-20 - 11-23.pdf; 1781_South Pond Work_Kickoff Meeting Minutes_w DFR.pdf; RE De-sludge change.pdf; Loyallton Project Update Email.pdf

Categories: Red Category

Hi Sarah, Kathy, Nancy, and John

As you are all aware, Layfield Group is currently completing leak detection work on the south effluent pond at the plant. They have been facing some issues with the weather and their equipment. The plant operators and us at Farr West have been working with them to try to mitigate delays to the project schedule, however, it has been very difficult to get ahold of Layfield Group. I have provided the below timeline of events and the attached Layfield project daily reports to inform you of the project status:

Tuesday 11/19: Layfield field crew and Alexa on site. Layfield communicated that the south pond was too dry and needed water in it for the desludging and cleaning process. Operators and field crew worked to fill pond level to a satisfactory level for cleaning. Field crew prepped geotube laydown area and hosing for desludging process.

Wednesday 11/20: Layfield field crew onsite and continued to fill south pond with water and began pushing sludge to the corners of the pond for the desludging process. Layfield supervisor, Armando, arrived on site around 1:30pm to provide assistance for desludging polymer to field crew. Alexa and Matt Schultz (Farr West) arrived on site at 2:15 to host a kickoff meeting with city staff and Armando. In this meeting, communication procedures were established in which Layfield agreed to provide Alexa with daily report emails on work completed for each day and that the field crew or Armando would call Alexa immediately if any issues arise to could result in project delays. Also in this meeting, Armando informed us that he anticipated all work to be completed within the scope and schedule of their proposal with the goal to finish work before Thanksgiving. I have attached the kickoff meeting minutes for reference.

Thursday 11/21: 9:25AM Alexa received the daily report email for 11/20. Field crew onsite and began desludging process in which the water and sludge in the pond is pumped to the geotube.

Friday 11/22: 9:50AM Alexa received the daily report email for 11/21. Field crew onsite at 7am to find that all geotube hosing had frozen overnight and a PVC fitting had broken off due to the cold weather. After knocking all ice out of the hoses, they began pumping to the geotube at 10am and continued to push sludge towards the desludging pump in the corner of the pond. At the end of the day, the field crew drained all their hoses and cleaned out their polymer pump.

Saturday 11/23: Alexa did not receive a daily report email nor any phone calls about the potential weather delays faced on 11/22. Field crew was onsite at 6:30AM and set up all hosing and polymer pump. They faced issues with the desludging trash pump due to cold weather and started pumping into the geotube at 11am. They left the site at 3pm. Alexa received no phone calls about potential delays faced due to weather.

Sunday 11/24: Alexa did not receive any daily report for this day and was unsure if they worked. According to Zeek, Layfield's field crew supervisor, he informed Armando that they would not complete the work by Thanksgiving, so Armando called off the Sunday work day. No one at Layfield informed Alexa of this decision until she called Zeek on Tuesday 11/26 to ask if they had worked on Sunday.

Monday 11/25: Alexa received daily reports for work completed 11/22 and 11/23 at 8:05AM. These reports were the first notice to Farr West that weather issues had taken place. Upon receipt of these dailies, Alexa immediately requested a conference call with Armando to review the schedule and plan for completion. With no word from Armando by midday, Alexa called him and left a voicemail requesting the conference call. Next, Alexa left Zeek a voicemail asking if he had heard from Armando and what their plan is for ensuring the work gets completed within scope and schedule. Zeek never returned the call. Lastly, Alexa reached out to Diana Macha of Layfield at 3:45PM and requested that she help get Armando in a conference call. Armando called Alexa at 4PM and said that he is currently on vacation and that is why he had not returned any calls or emails. He then stated that the work will go past Thanksgiving and that they have no experience with the winter conditions they are facing. He then proposed a change in plan in which they will halt the desludging process and instead pump the remaining water in the south pond to the north pond, then complete leak detection testing and repairs on the empty south pond. Alexa warned him that a large winter storm is coming in and asked if he was worried about the pumps freezing while trying to pump water south to north. He said he needed to call his field crew and ask their opinion on this plan. At 4:26pm, Armando emailed Alexa and informed her that they are moving forward with the plan to pump water from the south to north pond to complete the electronic leak location (ELL) and repairs. I have attached this email and my response for your reference.

Tuesday 11/26: Alexa did not receive a daily report about the work completed 11/25. John called Alexa and informed her that there was a 1.5" thick layer of ice present in the pond but they are pumping some water from the south to north pond. Alexa called Zeek at 11 and he said that leak detection could not take place on icy portions of the pond and that ~80% of the pond was icy. Alexa then emailed Armando and Diana at Layfield and stated that Farr West is, "concerned that they may be spending excessive time on site without progress or compensation outside the contracted agreement/fee. We can work with Layfield to adjust the schedule as long as it doesn't result in any increases to the contract cost." See the attached email for reference and further details. We are waiting to hear back from Layfield.

I realize that this timeline is an extensive amount of information. I am presenting this information solely for documentation and to keep the City in the loop on the project status. Layfield has not been responsive throughout this process and has had several unproductive days. We have documentation of all these issues and will negotiate project days and costs in the near future. John and operating staff have been helpful throughout this process and agree with Farr West in that Layfield has been difficult to communicate with throughout this process. The weather conditions are out of all our control, however, Layfield had the responsibility to inform me immediately if there were any delays to the project. I assure you that we are handling all these issues and will work with Layfield to negotiate that all work gets completed within the contracted project cost. At this point in time, the Layfield field crew is planning to complete the work as discussed within the contract budget. They will not work on Thanksgiving, but plan to work all other days until the work is completed. I will keep you informed if this plan changes.

Please give me a call if you have any questions or concerns. I would be happy to discuss them with you. If I don't hear from any of you, have a wonderful Thanksgiving!

Thanks,
Alexa



Alexa Kinsinger, EI
Project Designer
Farr West Engineering
5510 Longley Lane
Reno, NV 89511

Main: (775) 851-4788
Direct: (775) 997-7491
Fax: (775) 851-0766

Received by Alexa Kinsinger 11/21 at 9:25AM



Layfield Environmental Systems Corporation

Date: 20-Nov-2019

Layfield Daily Production Report

*FAX SHEETS IN DAILY TO 800-305-6875

Job Name City Of Loyaltan
Job Number 20-562P

Equipment Call off # _____

JOB COMPLETE * _____

FIELD SUPERVISOR: Esequiel Sandoval

DAILY JOB SHEET - _____

CHANGE ORDER " _____

LABOR									DAILY PRODUCTION					
Employee Name	Description/Bid Item	Position	ST	OT	Total	Travel	Drive	Per-Diem*	Bid Item	Description	Unit	Quantity	MH	SF/MH
Esequiel Sandoval		Sup	8	1	9				1					
Marcus Rivera		Tech	8	1	9				2					
Caprice Love		Tech	8	1	9				3					
Francisco Valle		Tech	8	1	9				4					
									5					
									6					
									7					
									8					
									9					
									10					
									11					
									12					

Equipment Usage Data												
Vehicle #	Miles	Wedge	Lelster	Extrusion	QA/QC	Comp.	ATV	Generator	Mach	Bar	pole	Cargo In/Deck Tr

PURCHASES "List Daily" Mail in receipts ASAP				
Description	Credit Card	PO#	Cash	Dollar Amount/Comments.

Comments/Subcontracts _____ On site at 8am. Started washing down the liner and pushing the sludge using a water wagon. Set up the polymer pump with all the fittings. Attached the hoses to the geo tube. Set all the cam lock fittings on the hoses. Set up the trash pump inside the pond. Armando and Steph arrive from San Diego and met with the city and City Engineer. All items were set up and pumping from the pond to the geotubes shall start tomorrow. Left site at 5:30pm.

**Per-Diem (X=no, P=yes)

LESC Supervisor: Esequiel Sandoval

Wind: _____ Precipitation: _____ Cloudy/Clear: _____ Accidents: _____

GC or Owner Signature: _____ Rev 1 1-2006

Received by Alexa Kinsinger 11/22 at 9:50AM



Job Name City Of Loyallon
 Job Number 20-562P

Date: 21-Nov-2019

Equipment Call off # _____

Layfield
Daily Production Report

JOB COMPLETE

DAILY JOB SHEET

CHANGE ORDER

***FAX SHEETS IN DAILY TO 800-305-6875**

FIELD SUPERVISOR: Esequiel Sandoval

LABOR										DAILY PRODUCTION					
Employee Name	Description/Bid Item	Position	ST	OT	Total	Travel	Drive	Per-Diem*		Bid Item	Description	Unit	Quantity	MH	SF/MH
Esequiel Sandoval		Sup	8	2	10					1					
Marcus Rivera		Tech	8	2	10					2					
Francisco Valle		Tech	8	2	10					3					
Caprice Love		Tech	8	2	10					4					
										5					
										6					
										7					
										8					
										9					
										10					
										11					
										12					

Equipment Usage Data													
Vehicle #	Miles	Wedge	Lelster	Extrusion	QA/QC	Comp.	ATV	Generator	Jaw Mach	Drum Bar	Disper pole	Cargo tri	Deck Tri

PURCHASES **List Daily** Mail in receipts ASAP				
Description	Credit Card	PO#	Cash	Dollar Amount/Comments:

Comments/Subcontracts _____
 On site at 7am. Set all the hose clamps. Set up the trash pump. Started pumping into the geo tube at 930am. Continued Pushing the sludge towards the pump. Set up the 3" hose from the hydrant to the polymer pump. Got the polymer pump dialed in to get a good mixture. will continue with pumping and dewatering tomrrow.

**Per-Diem (X=no, P=yes)

LESC Supervisor: Esequiel Sandoval

Wind: _____ Precipitation: _____ Cloudy/Clear: _____ Accidents: _____

GC or Owner Signature: _____ Rev. 1 7-2000

Received by Alexa Kinsinger 11/25 at 8:05AM



Layfield
Daily Production Report

*FAX SHEETS IN DAILY TO 800-305-6875

Date: 22-Nov-2019

JOB COMPLETE

FIELD SUPERVISOR: Esequiel Sandoval

Job Name City Of Loyallon

DAILY JOB SHEET

Job Number 20-562P

Equipment Call off #

CHANGE ORDER

LABOR									DAILY PRODUCTION					
Employee Name	Description/Bid Item	Position	ST	OT	Total	Travel	Drive	Per-Diem*	Bid Item	Description	Unit	Quantity	MH	SF/MH
Esequiel Sandoval		Sup	8	2	10				1					
Marcus Rivera		Tech	8	2	10				2					
Francisco Valle		Tech	8	2	10				3					
Caprice Love		Tech	8	2	10				4					
									5					
									6					
									7					
									8					
									9					
									10					
									11					
									12					

Equipment Usage Days													
Vehicle #	Miles	Wedge	Lelster	Extrusion	QA/QC	Comp.	ATV	Generator	Sew Mach	Utility Bar	Carpenter pole	Cargo tri	Dock Tri

PURCHASES **List Daily** Mail in receipts ASAP				
Description	Credit Card	PO#	Cash	Dollar Amount/Comments

Comments/Subcontracts

On site at 7am. All the discharge hoses coming from the trash pump were frozen. Broke out all the ice from the hoses.

Replaced 3 pvc fitting that broke off due to the cold weather. Started pumping into the geo tube at 10am. Continued pushing the slud towards the suction line.

Cleaned up site. Drained all the the hoses. Cleaned out the polymer pump. Left site at 530pm.

**Per-Diem (K=no, P=yes)

LESC Supervisor: Esequiel Sandoval

Wind: _____ Precipitation: _____ Cloudy/Clear: _____ Accidents: _____

GC or Owner Signature: _____

Rev 1
1-2008

Received by Alexa Kinsinger 11/25 at 8:05AM



Layfield
Daily Production Report

***FAX SHEETS IN DAILY TO 800-305-6873**

Date: 23-Nov-2019

JOB COMPLETE

FIELD SUPERVISOR: Esequiel Sandoval

Job Name City Of Loyallon

DAILY JOB SHEET

Job Number 20-562P

Equipment Call off # _____

CHANGE ORDER

LABOR										DAILY PRODUCTION					
Employee Name	Description/Bid Item	Position	ST	OT	Total	Travel	Drive	Per-Diem*		Bid Item	Description	Unit	Quantity	MH	SF/MH
Esequiel Sandoval		Sup	8		8					1					
Marcus Rivera		Tech	8		8					2					
Francisco Valle		Tech	8		8					3					
Caprice Love		Tech	8		8					4					
										5					
										6					
										7					
										8					
										9					
										10					
										11					
										12					

Equipment Usage Data													
Vehicle #	Miles	Wedge	Leister	Extrusion	QA/QC	Comp.	ATV	Generator	Sew Mach	Deploy Bar	Cargo pole	Cargo tri	Deck Trl

PURCHASES **List Daily** Mail in receipts ASAP				
Description	Credit Card	PO#	Cash	Dollar Amount/Comments:

Comments/Subcontracts _____
 On site at 630am. Set up all the hoses and the polymer pump. Replaced a fitting on the polymer pump. Had issues with the Trash pump due to the cold weather. Started pumping into the geo tubes at 11am. Left site at 3pm.

*Per-Diem (X=no, P=yes)

LESC Supervisor: Esequiel Sandoval

Wind: _____ Precipitation: _____ Cloudy/Clear: _____ Accidents: _____

GC or Owner Signature: _____

Rev 1
1/2006

KICKOFF MEETING MINUTES

Location: Loyalton Wastewater Treatment Plant
Meeting Date: November 20, 2019
Time: 2:15 pm
Subject: City of Loyalton South Effluent Pond Leak Detection Testing and Repairs

Attendants:

City of Loyalton:

Nancy Rogers, City Council
Darlene Reide, City Council
John Cussins, Plant Pond Certified Operator
Kenn Bennett, Plant OIT
Keith Jordan, Plant OIT

Layfield Group:

Armando Contreras, Project Manager
Stephen Purugganan, Estimator

Farr West Engineering:

Alexa Kinsinger, Project Designer
Matt Schultz, Senior Engineer

- I. Site Conditions
 - a. Update on pond water level issues – Issues have been resolved with rental of water wagon and by pushing all solids to the SE corner of the pond for pumping.
- II. Review Plan for Completion
 - a. Pushing all solids in pond to SE corner for pumping
- III. Schedule
 - a. ~~Proposal estimated 11 days: 6 days of pumping, 3 days for pond surveying, and 2 days of repairs~~
 - a. Pumping to start 11/21 and anticipated to take 3-4 days with potential for liner surveying to take place concurrently
 - b. Liner surveying anticipated to take 2 days
 - c. Repairs estimated to take 1 day
 - d. Does Layfield see any potential delays at this point?
 - a. Not at this point
- IV. Cost
 - a. Cost of water ~~truck~~ wagon rental
 - i. Pump rental costs not used in the proposal will cover the cost of the water wagon

- b. On the last day of the project, material quantities used will be reviewed by Layfield and Farr West then documented by Farr West for delivery to the City
 - i. All parties agreed this was a good plan

- V. Site Visits
 - a. Farr West does not have a resident inspector on this job, Alexa will visit the site when needed
 - b. Alexa was present all day 11/19 and documented work completed in the attached daily field report
 - c. City personnel will visit the site periodically and provide photo updates to Alexa

- VI. Layfield Project Status Updates
 - a. Farr West requests that Layfield provides:
 - i. Daily updates on project progress and schedule
 - ii. Immediate notice if issues arise that may result in project delays
 - b. Discussion on preferred contact method, responsible parties, and method of documentation
 - i. Layfield to email daily reports to Alexa the day after work is completed
 - ii. If immediate issues arise, Ezequiel or Armando will inform Alexa by phone call
 - iii. Armando gave a heads up that when pumping activities start, the crew will likely have down time and it may appear that they are not doing much work, but they are waiting for the pond to empty.

- VII. Deliverables After Project Completion:
 - a. Farr West to provide:
 - i. Final list of material quantities used, and number of days worked
 - ii. Documentation of project updates that occurred throughout project duration
 - 1. Compilation of Layfield daily reports
 - b. Layfield to provide:
 - i. Input on quantities used and number of days worked
 - ii. Final report that presents:
 - 1. Results of leak detection testing – City requests a schematic of leak locations discovered during survey
 - 2. Certification of the pond liner integrity
 - c. Farr West and Layfield both agreed to the above listed deliverables

- VIII. Open Discussion
 - a. Ballasts
 - i. Farr West inquired about potentially obtaining ballasts, a layout design, and labor to lay the ballasts from Layfield
 - ii. Layfield's Response:
 - 1. Layfield has ballast manufacturing in San Diego office
 - 2. Layfield cannot provide the ballast design but if Farr West provides the ballast design and number of ballasts, then Layfield can provide a quote for delivery to the site and installation costs
 - iii. Next steps:
 - 1. Farr West to get estimated ballast quantity to Armando asap so Layfield can provide a quote
 - 2. Farr West will give quote to City staff for review and approval

DAILY FIELD OBSERVATION REPORT

City of Loyalton
South Effluent Pond Leak Detection and Repairs

GENERAL

Date:	11/19/2019
Day:	Tuesday

Report #:	001
Weather:	Sunny then windy in afternoon

RESIDENT PROJECT REPRESENTATIVE

Construction Observer:	Alexa Kinsinger
------------------------	-----------------

Start Time:	Stop Time:
7:00 AM	3:30 PM

PRIME CONTRACTOR

Contractor (A):	Layfield Group
Representative / Title	Armando Contreras

Start Time:	Stop Time:
7:15 AM	3:30 PM

SUBCONTRACTOR OR AGENT

Company Name	Representative / Title
B	
C	
D	
E	

Operating Contractor's ID (A-E, see previous)								
	Number / Hours						Flaggers	Electricians
	Laborers	Operators	XX	XX	XX			
	X							
	X							
	X							
	X							

DAILY SUMMARY

Time	General Work Performed (Identify Crew #)
7:15 AM	4-man crew arrived on site. Alexa showed them the geotube lay down area and the south pond.
7:30 - 9 AM	Crew began prepping geotube laydown area with pond liner material. Crew filled snadbags to hold down pond liner material and began laying out hosing from hydrant to the geotube area.
9 AM – 12 PM	Loyalton operators set up (2) 2" pumps to move water from north to south pond in the NW corner of the south pond. Layfield crew worked on priming their pumps to move water from north to south pond in the NE corner of the south pond. (3) pumps were operating by 12pm and moving water from north to south pond.
12 – 3:30 PM	Layfield crew worked on setting up geotubes in laydown area, laid down more hosing from geotubes to south pond and continued working on pumps to ensure they are operating and moving water from north to south pond. They created a list of pipe fittings needed to set up the geotubes and communicated that they would purchase the materials in Reno. They also worked on setting up the polymer machine.
1:15 – 2:45 PM	Diana from Layfield on site. Zeke and Alexa communicated pond water level issues in south pond. Diana made calls to Dan Lotufo and Mike (Layfield) to try to get ahold of Armando. By end of Diana's visit, it was concluded that the Layfield crew could clean the south pond with the amount of water currently present and would rent a water truck to supplement the water supply during the cleaning process. Loyalton could not provide a water truck so Zeke and crew made calls to rent one in Reno.
1:30 PM	Loyalton operators returned to site with 900 ft of 3" fire hose. They attached the hose to the hydrant and began discharging into SE corner of south pond to assist with filling the water level.
3:15- 3:30 PM	Loyalton operators discussed site close down rules with Layfield crew and communicated that Layfield is responsible for locking the gate to the plant if they leave after the Loyalton operators.

Alexa Kinsinger
Farr West Engineering

Alexa Kinsinger

From: Alexa Kinsinger
Sent: Monday, November 25, 2019 4:37 PM
To: Armando Contreras
Cc: esequiel240sx@gmail.com; Marcus Rivera; Alberto Canizalez; Lucas Tipton; Matt Schultz
Subject: RE: De-sludge change

Thank you for the update.

Please proceed with the south to north pond pumping and immediately inform if any additional issues arise. Sounds like we are on track to finish this within scope. I apologize that you are dealing with this over your vacation, but I hope you still have a nice vacation and thanksgiving.

Please let me know immediately if any delays or issues occur.

Thanks,
Alexa

Alexa Kinsinger, E.I.

Farr West Engineering
Direct: (775) 997-7491

From: Armando Contreras <Armando.Contreras@layfieldgroup.com>
Sent: Monday, November 25, 2019 4:26 PM
To: Alexa Kinsinger <akinsinger@farrwestengineering.com>
Cc: esequiel240sx@gmail.com; Marcus Rivera <marcusriverax89@gmail.com>; Alberto Canizalez <Alberto.Canizalez@layfieldgroup.com>
Subject: De-sludge change

Alexa,
Thank you for taking my call. I spoke with Zeek and he liked the idea. They are starting to pump from the south pond into the north pond. We will then proceed with the ELL and Repairs. One Repair has already been completed. Our plan is to continue to work through the holidays except for Thanksgiving day. This should speed up the process and have us wrapping this project up for the city.

I will follow up tomorrow afternoon when I get an update from Zeek on their progress.

Armando Contreras, Senior Service Manager | Layfield USA Corp.
M: (619) 733-7621 | O: (619) 797-1972 | E: armando.contreras@layfieldgroup.com | LayfieldGroup.com



Alexa Kinsinger

From: Alexa Kinsinger
Sent: Tuesday, November 26, 2019 12:02 PM
To: Armando Contreras
Cc: Diana Macha; Matt Schultz; Lucas Tipton
Subject: Loyaltan Project Update

Hi Armando,

I just got off the phone with Zeke and he informed me that they are moving some water from the south to north pond, but there is a layer of ice on the liner that is ~1.5-inches thick. He told me that they will not be able to perform leak detection testing on the areas where ice is present. He then informed me that approximately 80% of the liner has ice on it. With the incoming winter storm it does not seem feasible that the ice layer will melt any time soon.

Considering that the only goal for this work was to complete leak detection testing and repairs, we are not sure what Layfield's plan is for completing this work. After speaking with you yesterday, you assured me that the leak detection testing and repairs could take place. We are concerned that you may be spending excessive time on site without progress or compensation outside of the contracted agreement/fee. We can work with you on the schedule as long as it doesn't result in any increase in cost. Please provide some insight on how Layfield plans to remain within the scope for this work given the issues the field crew has faced thus far.

Thank you,
Alexa



Alexa Kinsinger, EI
Project Designer
Farr West Engineering
5510 Longley Lane
Reno, NV 89511

Main: (775) 851-4788
Direct: (775) 997-7491
Fax: (775) 851-0766
www.farrwestengineering.com

Kathy LeBlanc

From: Alexa Kinsinger [akinsinger@farrwestengineering.com]
Sent: Wednesday, November 27, 2019 1:40 PM
To: Kathy LeBlanc; Sarah Jackson
Cc: Matt Schultz; Lucas Tipton
Subject: Leak Detection Update 2
Attachments: Conference Call Summary 11-26-19.pdf

Categories: Red Category

Hi all,

Building off the update email I sent 11/26, the following events have taken place:

Tuesday 11/26: As a result of the email I sent to Layfield staff, we scheduled a conference call with all parties at 4pm. It was concluded that the leak detection testing and repairs could not take place in the current site conditions. We decided that the Layfield field crew would repair one more hole in the liner then demobilize from Loyaltown with the plan to remobilize to complete the work in warmer months. Attached is the summary of that conference call.

Wednesday 11/27: Layfield field crew got to the site and determined that the second leak location is submerged in multiple inches of water and would require at least a full day of pumping to attempt to access the leak location with no guarantee that they would be able to repair it before demobilizing at the end of the day today. Therefore, I called off the second leak repair and told the crew to demobilize immediately to avoid costs incurred due to pumping time.

We are scheduling a conference call with Layfield on 12/3 to review all costs associated with the work that has taken place thus far and to formulate a plan for completing the leak detection and repairs on the south pond. Farr West has a lot of documentation citing the delays, lack of communication from Layfield, and other issues faced during this work. We will be a good advocate for the City in this conference call to ensure that the contract price holds and is fair for the City considering Layfield was not able to complete the work per their proposal. I will keep you all informed throughout this process.

Right now we are hoping that Layfield Group will be able to complete these services on both the north and south pond at the same time at the end of irrigation season 2020 (tentatively September). I have sent an update email to the RWQCB filling them in on all the issues faced this past week and proposing potential solutions.

We are disappointed that this endeavor did not work out, but we are confident that we will formulate a viable solution and plan for settling these pond liner issues once and for all. We simply have to wait for better weather before we can execute it. I apologize for the delays we have faced thus far, however, Farr West will work for the City to ensure we get these items completed within scope.

Please feel free to contact me if you have any questions, concerns, or need further information. Have a great thanksgiving!

Thanks,
Alexa



Alexa Kinsinger, EI
Project Designer

KICKOFF MEETING MINUTES

Location: Loyalton Wastewater Treatment Plant
Meeting Date: November 20, 2019
Time: 2:15 pm
Subject: City of Loyalton South Effluent Pond Leak Detection Testing and Repairs

Attendants:

City of Loyalton:
Nancy Rogers, City Council
Darlene Reide, City Council
John Cussins, Plant Pond Certified Operator
Kenn Bennett, Plant OIT
Keith Jordan, Plant OIT

Layfield Group:
Armando Contreras, Project Manager
Stephen Purugganan, Estimator

Farr West Engineering:
Alexa Kinsinger, Project Designer
Matt Schultz, Senior Engineer

- I. Site Conditions
 - a. Update on pond water level issues – Issues have been resolved with rental of water wagon and by pushing all solids to the SE corner of the pond for pumping.
- II. Review Plan for Completion
 - a. Pushing all solids in pond to SE corner for pumping
- III. Schedule
 - ~~a. Proposal estimated 11 days: 6 days of pumping, 3 days for pond surveying, and 2 days of repairs~~
 - a. Pumping to start 11/21 and anticipated to take 3-4 days with potential for liner surveying to take place concurrently
 - b. Liner surveying anticipated to take 2 days
 - c. Repairs estimated to take 1 day
 - d. Does Layfield see any potential delays at this point?
 - a. Not at this point
- IV. Cost
 - a. Cost of water ~~truck~~ wagon rental
 - i. Pump rental costs not used in the proposal will cover the cost of the water wagon

- b. On the last day of the project, material quantities used will be reviewed by Layfield and Farr West then documented by Farr West for delivery to the City
 - i. All parties agreed this was a good plan

- V. Site Visits
 - a. Farr West does not have a resident inspector on this job, Alexa will visit the site when needed
 - b. Alexa was present all day 11/19 and documented work completed in the attached daily field report
 - c. City personnel will visit the site periodically and provide photo updates to Alexa

- VI. Layfield Project Status Updates
 - a. Farr West requests that Layfield provides:
 - i. Daily updates on project progress and schedule
 - ii. Immediate notice if issues arise that may result in project delays
 - b. Discussion on preferred contact method, responsible parties, and method of documentation
 - i. Layfield to email daily reports to Alexa the day after work is completed
 - ii. If immediate issues arise, Ezequiel or Armando will inform Alexa by phone call
 - iii. Armando gave a heads up that when pumping activities start, the crew will likely have down time and it may appear that they are not doing much work, but they are waiting for the pond to empty.

- VII. Deliverables After Project Completion:
 - a. Farr West to provide:
 - i. Final list of material quantities used, and number of days worked
 - ii. Documentation of project updates that occurred throughout project duration
 - 1. Compilation of Layfield daily reports
 - b. Layfield to provide:
 - i. Input on quantities used and number of days worked
 - ii. Final report that presents:
 - 1. Results of leak detection testing – City requests a schematic of leak locations discovered during survey
 - 2. Certification of the pond liner integrity
 - c. Farr West and Layfield both agreed to the above listed deliverables

- VIII. Open Discussion
 - a. Ballasts
 - i. Farr West inquired about potentially obtaining ballasts, a layout design, and labor to lay the ballasts from Layfield
 - ii. Layfield's Response:
 - 1. Layfield has ballast manufacturing in San Diego office
 - 2. Layfield cannot provide the ballast design but if Farr West provides the ballast design and number of ballasts, then Layfield can provide a quote for delivery to the site and installation costs
 - iii. Next steps:
 - 1. Farr West to get estimated ballast quantity to Armando asap so Layfield can provide a quote
 - 2. Farr West will give quote to City staff for review and approval

Incorporated Senior Citizens of Sierra County

P.O. Box 675
Loyalton, CA 96118
(530)993-4770

November 18, 2019

City of Loyalton

Re: Painting the building housing the Loyalton Senior Center

To the Esteemed Members of the City Council:

Thank you for your time at the last City Council Meeting in October, where during Public Comment, I brought up the need to get the siding on the Loyalton Senior Center building repaired and painted. We have a volunteer willing to do both the prep work and the painting at no charge, if we purchase the paint and primer. He suggests that it will require 10 gallons of paint, and 5 gallons of primer.

To purchases these products at Sierra Valley Home Center, it will cost \$174.99 per 5 gallons of paint, and \$114.99 for primer, for a total of \$464.97, plus tax and paint fees.

On behalf of Incorporated Senior Citizens of Sierra County, which operates the Senior Center, any help you can provide to improve the looks, sustainability, and stability of the Center building is greatly appreciated.

Sincerely,



Carolyn Widman
Executive Director

NOTICE OF HEARING TO ABATE NUISANCE

NOTICE IS HEREBY GIVEN that on the 21st day of January at the hour of 6:30 PM. of said day, the Loyalton City Council of the City of Loyalton will hold a public hearing in the Council Chambers of the Loyalton City Hall, located at 605 School Street, Loyalton, California, 96118, to ascertain whether certain premises situated in the City of Loyalton, State of California, known and designated as APNs 017-066-008-0 and 017-066-006-0, in said City, and more particularly described as 308 Main St. and 201 Patton St., City of Loyalton, CA respectively, constitute a public nuisance subject to abatement by the rehabilitation, repair, demolition or removal of structures or materials situated thereon.

If said premises, in whole or in part, are found to constitute a nuisance, and if not promptly abated by the owner, the same will be abated by the City, in which case, the cost of such abatement will be assessed upon and against the land on which the nuisance is located and that the cost thereof will constitute a lien upon such land until paid and will be a personal obligation of the owner of the property.

Said alleged violations consist of the following:

Violation of Section 6.32.020(C) of the Loyalton Municipal Code

Location: 308 Main St. and 201 Patton St., City of Loyalton, CA; In 2018 and/or 2019, the unauthorized and impermissible construction of a dam, barricade and/or earthen berm that has the effect of redirecting water flow from the aforementioned properties to adjacent properties; may or will alter the floodplain, increase flood damage and unnaturally divert flood waters or which may increase flood hazards in other areas.

The most relevant statute at issue is copied here:

6.32.020: Nuisance Designated-Definition.

It is declared a public nuisance for any person owning, leasing, occupying, or having charge of any premises to maintain such premises in such a manner that any condition or thing which is injurious to health, or is indecent, or offensive to the senses, or an obstruction to the free use of property, or interferes with the comfortable or safe enjoyment of life and/or property within the City. Taking any of the following actions or permitting any of the following conditions to exist on property, in addition to other actions or conditions not listed herein, shall constitute a nuisance:

C. Land, the topography, geology or configuration of which, whether in a natural state or as a result of grading, trenching, or boring operations, excavation or fill, causes erosion, subsidence or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare or to adjacent properties.

Said methods of abatement available include:

Removing dams, barricades and/or earthen berms constructed and/or installed, or currently being constructed in 2018 and 2019; or obtaining necessary permits for the dams, barricades and/or earthen berms under applicable law.

All persons having any objection to, or interest in said matters are hereby notified to attend said Hearing at the date and time stated above, when testimony and evidence will be heard and given due consideration.

DATED: This Third day of January, 2020.

Loyalton City Council

**AGREEMENT BETWEEN THE CITY OF LOYALTON AND TOWN OF TRUCKEE FOR
ANIMAL SHELTERING SERVICES OF SMALL DOMESTIC ANIMALS**

This agreement, dated for convenience, made and entered into this _____ day of _____, 2019, by and between the City of Loyalton, hereinafter called "LOYALTON", and the Town of Truckee, hereinafter called "TRUCKEE".

WITNESSETH

WHEREAS, the City Council of LOYALTON and the Town Council of TRUCKEE, have determined that it is to be the mutual benefit of the parties hereto that TRUCKEE provide animal sheltering services to LOYALTON and,

WHEREAS, LOYALTON desires to safely and humanely care for and arrange for the disposition of small domestic animals found within LOYALTON; and,

WHEREAS, LOYALTON and TRUCKEE are authorized by California Government Code §6500 et seq to enter into a joint powers agreement so as to provide government services in the most cost effective manner possible;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, IT IS HEREBY AGREED as follows:

OPERATIVE PROVISIONS

1. BASIC SERVICE

TRUCKEE shall provide BASIC sheltering services to LOYALTON as follows:

- 1.1 **Kennel Boarding.** TRUCKEE shall provide boarding for a maximum of five (5) days per small domestic animal brought to the kennel facility. All small domestic animals shall be transported to TRUCKEE by LOYALTON, except as noted in Section 1.4.

Animals that are held for quarantine purposes will be charged the daily board rate, as indicated in Section 2.1, for every day beyond the first five (5) days.

Small domestic animals are defined as dogs, cats, rabbits, and some exotic type animals. For the purposes of billing, each animal in a litter will be considered separately. As an example, if a litter of three (3) kittens were brought in with a nursing mother, it would be considered four (4) animals. This definition does not include any species of animal commonly kept or raised in LOYALTON as farm animals including cattle, sheep, horses, goats, or swine.

After the maximum holding period indicated above, animals will be evaluated by TRUCKEE to determine adoptability. Animals determined to be adoptable will be transferred to TRUCKEE for final disposition. Animals determined to be unadoptable may be disposed of at TRUCKEE's discretion.

- 1.2 **Scope of Basic Services.** The basic services include sheltering of animals and tracking of animals from time received until final disposition and billing.

- 1.3 **Billing and Reports.** TRUCKEE shall provide quarterly billings which include a report showing the number of animals brought to the animal shelter.
- 1.4 TRUCKEE will only receive animals from or redeem animals to citizens of LOYALTON under the following circumstances:
 - 1.4.1 Residents of LOYALTON may transport small domestic animals to TRUCKEE for situations involving owner surrenders only after TRUCKEE has received confirmation from LOYALTON that fees have been paid to LOYALTON
 - 1.4.2 Residents of LOYALTON may redeem their animals from TRUCKEE only after TRUCKEE has received confirmation from LOYALTON that fees have been paid to LOYALTON.

TRUCKEE will not be responsible for receiving or redeeming any animals from residents of LOYALTON for any reasons other than noted above. All other animals will be received and redeemed by LOYALTON employees only. Under no circumstances will TRUCKEE be responsible for collecting fees for LOYALTON.

2. EXTENDED SERVICES

TRUCKEE shall provide Extended Sheltering Service to LOYALTON as follows:

- 2.1 **Extended Sheltering.** TRUCKEE shall provide extended sheltering services for specific circumstances, at a rate to LOYALTON as follows:
 - 2.1.1 Dogs, puppies \$15.00 per day
 - 2.1.2 Cats, kittens \$7.00 per day
 - 2.1.3 Other animals Actual cost, not to exceed \$30.00 per day

Extended sheltering services will be charged, as approved by LOYALTON, for animals handled over and above the maximum holding days indicated in Basic Services 1.1 above.

- 2.2 **Euthanasia by injection.** After holding animals for the maximum holding period, as indicated in Basic Services 1.1, TRUCKEE may dispose of animals by euthanasia and charge LOYALTON at the following rates:
 - 2.2.1 Dogs, puppies \$174.00
 - 2.2.2 Cats, kittens \$132.00
 - 2.2.3 Other small animals \$132.00

- 2.3 **Veterinary Care and Charges.** TRUCKEE shall not incur any veterinary costs for LOYALTON animals during the maximum holding period. In the event that an animal from LOYALTON requires veterinary care during the maximum holding period, TRUCKEE will transport the animal from the animal shelter to the veterinary office if a LOYALTON representative is unavailable. LOYALTON shall establish accounts with local veterinarians to insure costs incurred are paid directly to the veterinarian providing the service.

3. AUTHORIZED COMMUNICATIONS

The only official communication between TRUCKEE and LOYALTON pertaining to this Agreement shall be through the LOYALTON City Office or through formal action of the LOYALTON City Council. LOYALTON shall not incur any Extended Services costs without authorization of LOYALTON, other than costs for euthanasia of animals deemed unadoptable.

All communications with LOYALTON residents must go through LOYALTON. TRUCKEE will not receive any calls for service from LOYALTON residents.

4. PAYMENT

LOYALTON shall pay to TRUCKEE \$277.18 per small domestic animal as defined in Section 1.1, for animals brought to the animal shelter facility. TRUCKEE may increase the fees set forth herein not more frequently than annually in order to reflect increase cost to TRUCKEE.

LOYALTON shall make quarterly payments to TRUCKEE for Basic Services as described above. Payment for Extended Services shall be made as set forth above and will also be billed quarterly. All costs may be adjusted annually on January 1st thereafter to reflect full cost of recovery and such costs shall be billed as set forth below. TRUCKEE shall notify LOYALTON of any cost increase not less than sixty (60) days prior to the effective date of such increases.

5. FINANCIAL RESPONSIBILITY FOR ANIMALS

LOYALTON shall be responsible for the costs associated with all animals brought to TRUCKEE from LOYALTON representatives.

6. TERM AND RENEWAL

Performance hereunder shall commence on or about _____ and this Agreement shall remain in full force and effect through _____. Unless terminated, this Agreement shall automatically renew without further action of the contracting parties on an annual basis commencing July 1 and ending June 30 of each succeeding fiscal year.

7. TERMINATION

Either party hereto shall have the right to terminate this Agreement at any time during the contract year by giving written notice of such intention not less than sixty (60) days prior to such termination. If at any time during the term of this Agreement TRUCKEE is prohibited by law or a natural disaster or other unsuspected occurrences from performing this service, this Agreement shall automatically terminate.

8. PROPERTY AND SERVICE

For the purpose of performing this Agreement TRUCKEE shall furnish and supply all

necessary labor, supervision, equipment, and supplies required to maintain the level of service to be rendered hereunder. All supplies and equipment purchased shall be the property of TRUCKEE, whatever the source of funds for purchase. TRUCKEE shall care for and dispose of all live animals delivered to the shelter by LOYALTON as described in Basic Services 1.1 above. LOYALTON shall not be called upon to assume any liability for the direct payment of salaries or wages to any TRUCKEE personnel performing services hereunder.

9. RECORD KEEPING AND BILLING FOR SERVICES

TRUCKEE shall recover its cost of providing services under this Agreement in full, plus any extended services billings. TRUCKEE shall keep sufficient records to substantiate all services provided pursuant to this Agreement, and all such records shall be open to inspection by LOYALTON at all reasonable times. TRUCKEE shall file with LOYALTON a quarterly claim for the charges imposed pursuant to this Agreement. LOYALTON shall diligently process each claim upon receipt and remit payment within thirty (30) days of billing.

10. INDEMNIFICATION

In the event legal action is initiated by any such party as a result of action by LOYALTON, its authorized employees and agents, LOYALTON shall defend such action at no cost to TRUCKEE and shall pay any judgment arising therefrom including cost of suit and attorney's fees, and hold TRUCKEE harmless therefrom. The foregoing paragraph is not applicable if the injury is caused solely by the negligence of TRUCKEE, its officers, employees, or agents, in which case TRUCKEE shall defend any action which LOYALTON is named as a defendant at no cost to LOYALTON and shall pay any judgment arising therefrom, including costs of suit and attorney's fees and holding LOYALTON harmless therefrom.

11. GENERAL PROVISIONS

This Agreement and the rights and duties hereunder may not be assigned in whole or in part. This Agreement embodies all agreements and understandings of the parties and supersedes all previous discussions or understandings. This Agreement may be modified only by written amendment approved by the governing boards of the parties.

12. ADMINISTRATION

The parties hereby appoint Sarah Jackson, Mayor of LOYALTON, and Alison Herzog, Animal Services Manager, TRUCKEE, as contact persons for purposes of implementing this Agreement. Any written notice or communication regarding this Agreement shall be addressed to their attention as follows:

Sarah Jackson, Mayor
City of Loyalton
PO Box 128
Loyalton, CA 96118

Deverie Acuff, Support Services Manager
Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed the day and year first written above.

CITY OF LOYALTON

By _____
Sarah Jackson, Mayor

Attest: Approved as to form

City of Loyalton Clerk

TOWN OF TRUCKEE

By _____
Jeff Loux, Town Manager

Andy Morris, Town Attorney



Alpine Lock And key Inc.

Reno Nv
811 Ryland
Reno Nv 89502
775-345-2574

Truckee Ca,
10130 East river St.
Truckee Ca 96161
530-587-5507

QUOTE

DATE	INVOICE #	CUST #
11/22/2019	0000071433	0015023

BILL TO:

Loyalton City Hall
Po Box 128
Loyalton CA 96118

SHIP TO:

Loyalton City Hall
605 School Street
Loyalton, CA 96118

P.O. NUMBER	TERMS	SALES PERSON		
	COD	Jake		
DESCRIPTION	QUAN	PRICE EACH	AMOUNT	
Trip Charge	1.00	70.00	70.00	
Additional Trip Charge	28.00	3.00	84.00	
Qel non concealed vertical rod exit devise 36 inch 26d	1.00	2,996.50	2,996.50	
Commercial Lock Install Existing / Reto 140hr minimum 1/2hr Heavy duty hardware recomended	2.50	140.00	350.00	
	1.00			
SUBTOTAL			\$3,500.50	
TAX			\$247.21	
TOTAL			\$3,747.71	



Alpine Lock And key Inc.

Reno Nv 811 Ryland Reno Nv 89502 775-345-2574	Truckee Ca, 10130 East river St. Truckee Ca 96161 530-587-5507
--	---

QUOTE

DATE 11/22/2019	INVOICE # 0000071437	CUST # 0015023
---------------------------	--------------------------------	--------------------------

BILL TO:

Loyalton City Hall
Po Box 128
Loyalton CA 96118

SHIP TO:

Loyalton City Hall
605 School Street
Loyalton, CA 96118

P.O. NUMBER	TERMS		SALES PERSON	
	COD		Jake	
DESCRIPTION	QUAN	PRICE EACH	AMOUNT	
Trip Charge	1.00	70.00	70.00	
Additional Trip Charge	28.00	3.00	84.00	
Harney panic bar	1.00	632.50	632.50	
Commercial Lock Install Existing 140hr minimum 1/2hr Same as current hardware no warranty Not recommended very low grade With no access to replacement parts	1.50	140.00	210.00	
	1.00			
TOTAL			\$996.50	

ORDINANCE 90 - 378

**AN ORDINANCE OF THE CITY OF LOYALTON
RELATING TO TRAILERS AND MOBILE HOMES**

The City Council of the City of Loyaltan does hereby ordain and adopt Chapter 6.70, an addition to Part 6, Public Peace, Health and Safety, of the City of Loyaltan Ordinances:

6.70.010	Definitions
6.70.020	Unlawful Habitation
6.70.030	Mobile Home Storage
6.70.040	Declaration of Public Nuisance
6.70.050	Notification of Nuisance
6.70.060	Administrative Hearing to Abate Nuisance
6.70.070	Notice of Hearing
6.70.080	Administrative Hearing by City Council
6.70.090	Procedure
6.70.100	Hearing Procedure Before City Council
6.70.110	Abatement by City
6.70.120	Limitation of Filing Judicial Action
6.70.130	Record of Costs of Abatement
6.70.140	Assessment Lien
6.70.150	Alternative Actions Available
6.70.160	Failure to Abate Nuisance a Misdemeanor
6.70.170	Effective Date and Posting of Ordinance

6.70.010 DEFINITIONS

- A. Camping Trailer "Camping Trailer" shall mean a nonmotorized trailer which is customarily and usually used for the purpose of housing persons while camping or otherwise vacationing.
- B. Camper Shell "Camper Shell" shall mean a nonmotorized compartment that generally rests on a pickup truck and is customarily and usually used for the purpose of housing persons while camping or otherwise vacationing.
- C. Recreational Vehicle "Recreational Vehicle" shall mean a motorized trailer which is customarily and usually used for the purpose of housing persons while camping or otherwise vacationing.
- D. Mobile Home "Mobile Home" shall mean a housing unit that is, or can be, moved from one location to another, but which is customarily and ordinarily used for the permanent housing of people.

6.70.080 ADMINISTRATIVE HEARING BY CITY COUNCIL

At the time stated in the notice, the City Council shall hear and consider all relevant evidence, objections or protests, and shall receive testimony under oath relative to such alleged public nuisance and to the proposed removal or disposal of such property. Said hearing may be continued from time to time.

If the City Council finds that such public nuisance does exist and that there is sufficient cause to remove or dispose of the same, the City Council shall prepare findings and an order, which shall specify the nature of the nuisance, the method(s) of abatement and the time within which the work shall be commenced and completed. A copy of the findings and order shall be served on all owners of the subject property in accordance with the provisions of Section 6.70.070. The City Clerk shall retain proof of service of the findings and order. In addition, a copy of the findings and order shall be forthwith conspicuously posted on or near the property. The order shall set forth the time within which such work shall be completed by the owner, in no event less than thirty (30) days. The decision and order of the Council shall be final.

6.70.090 PROCEDURE

The property shall be removed or disposed of in the manner and means specifically set forth in said findings and order. In the event the owner fails to abate the nuisance as ordered, the City Council may direct the City Clerk to cause the same to be abated by City employees or private contract. The costs shall be billed to the owner, as specified in Section 6.70.110. The City Clerk is expressly authorized and may authorize others to enter upon said property for such purposes.

6.70.100 HEARING PROCEDURE BEFORE CITY COUNCIL

All hearings shall be tape recorded. Hearings need not be conducted according to the technical rules of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Oral evidence shall be taken only on oath or affirmation. Irrelevant and unduly repetitious evidence shall be excluded.

6.70.110 ABATEMENT BY CITY

If such nuisance is not abated as ordered within said abatement period, the City Clerk shall cause the same to be abated by City employees or private contract. The City Clerk is expressly authorized and may authorize others to enter upon said property for such

6.70.150 ALTERNATIVE ACTIONS AVAILABLE

Nothing in this Ordinance shall be deemed to prevent the City Council from ordering the commencement of a civil proceeding to abate a public nuisance pursuant to applicable law or from pursuing any other remedy available under applicable law. The City Clerk is designated as the enforcement authority.

6.70.160 FAILURE TO ABATE NUISANCE A MISDEMEANOR

It is unlawful and a misdemeanor for any person to fail or refuse to abate a nuisance when ordered to do so in accordance with the abatement provision of this Chapter or state law where such state law is applicable.

6.70.170 EFFECTIVE DATE AND POSTING OF ORDINANCE

The City Clerk of the City of Loyalton shall cause this Ordinance to be posted in at least three (3) public places in the City of Loyalton in accordance with Section 36933 of the Government Code of the State of California. However, this Ordinance is an emergency ordinance, and shall take effect immediately, pursuant to Section 36937(b) if passed by a four-fifths majority of the City Council.

PASSED AND ADOPTED by the City Council of the City of Loyalton on this 12th day of April, 1990 by the following vote:


AYES: K. Peterson, M. Moran, M. Hudson

NOES: None

ABSENT: M. Gottardi, E. Smith


Milton Gottardi, Mayor

ATTEST:


Patsy Jardin, City Clerk

the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to such special assessment.

In the alternative, after such recordation, such lien may be foreclosed by judicial or other sale in the manner and means provided by law, including California Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h.

Such Notice of Lien for recordation shall be in substantially the following form:

"NOTICE OF LIEN

(Claim of City of Loyalton)

Pursuant to the authority vested by the provisions of Section 6.70.140 of the Ordinances of the City of Loyalton, the City Clerk of the City of Loyalton did on or about the _____ day of _____, 19__, cause the property hereinafter described to be removed or disposed of in order to abate a public nuisance on said real property; and the City Council of the City of Loyalton on the _____ day of _____, 19__, did assess the cost of such removal and disposal upon the real property hereinafter described; and the same has not been paid nor any part thereof; and that said City of Loyalton does hereby claim a lien on such real property in the amount of said assessment, to wit: the sum of \$ _____; and the same, shall be a lien upon said real property until the same has been paid in full and discharged of record.

The real property hereinabove mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Loyalton, County of Sierra, State of California, and particularly described as follows:

Street Address: _____

Assessor Parcel No.: _____

Legal Description: _____

(description)

Dated this _____ day of _____, 19__.

City Clerk, City of Loyalton"

- F. Owner "Owner" shall mean any person owning property, as shown on the last equalized county assessment roll or the lessee, tenant or other person having control or possession of the property.
- G. Person "Person" shall mean any individual, partnership, corporation, association or other organization, however formed.
- H. Property "Property" shall mean (a) all nonresidential zoned real property and any building located on such property (referred to as "nonresidential property") and (b) all residential zoned real property and any building located on such property (referred to herein as "residential property").

6.60.020 UNLAWFUL RESIDENTIAL PROPERTY NUISANCE

It shall be unlawful for any person owning, leasing, renting, occupying or having charge or possession of any residential property in the City to maintain or to allow to be maintained such property in such manner that any of the following conditions are found to exist thereon, for an unreasonable period of time and visible from a public street or neighboring property, except as may be allowed by any other provision of law; including provisions of City Ordinances:

- A. The accumulation of dirt, litter or debris including, but not limited to boxes, bins, containers, junk, trash, salvage, materials, broken or discarded furniture, household equipment and furnishings, shopping carts or any other similar materials;
- B. Attractive nuisances dangerous to children including abandoned, broken or neglected equipment, machinery, refrigerators and freezers, hazardous pools, ponds and excavations;
- C. Overgrown vegetation likely to harbor rats and/or vermin or exhibit a potential fire hazard, dead weeds, decayed, diseased or hazardous trees and other vegetation constituting an unsightly appearance or which are potentially dangerous to the public health and/or safety or obstruct a necessary view of drivers on public streets or private driveways;
- D. Graffiti on the exterior of any building, fence or other structure;
- E. Buildings which are abandoned, boarded up, partially destroyed, or left in a state of partial construction and such buildings which are unpainted or where the paint on the building exterior is mostly worn off.

it shall give written notice ("Notice to Abate") to the owner of said property stating the Section(s) being violated. Such notice shall set forth a reasonable time limit, in no event less than ten (10) calendar days, for correcting the violation(s) and may also set forth suggested methods of correcting the same. Such notice shall be served upon the owner in accordance with provisions of Section 6.60.070 covering service in person or by mail. The City Clerk shall retain proof of service of this notice.

6.60.060 ADMINISTRATIVE HEARING TO ABATE NUISANCE

In the event said owner shall fail, neglect or refuse to comply with the Notice to Abate, the City Council shall conduct an administrative hearing to ascertain whether said violation constitutes a public nuisance.

6.60.070 NOTICE OF HEARING

Notice of said hearing shall be served upon the owner not less than ten (10) calendar days before the time fixed for hearing. Notice of hearing shall be served in person, by first class mail, or by certified mail to the owner's last known address. Service shall be deemed complete at the time notice is personally served or deposited in the mail. The City Clerk shall retain proof of service of this notice. Failure of any person to receive notice shall not affect the validity of any proceedings hereunder. Notice shall be substantially in the format set forth below:

"Notice of Administrative Hearing on Abatement of Nuisance

This is a Notice of Hearing before the City Council to ascertain whether certain property situated in the City of Loyalton, State of California, known and designated as (street address) _____, in said City, and more particularly described as (assessor's parcel number) _____ constitutes a public nuisance subject to abatement by the rehabilitation of such property or by the repair or demolition of buildings situated thereon. If said property, in whole or part, is found to constitute a public nuisance as defined in Chapter 6.60 of the Loyalton City Ordinances, and if the same is not promptly abated by the owner, such nuisance may be abated by municipal authorities, in which case the cost of such rehabilitation, repair, or demolition will be assessed upon such property and such costs, together with interest thereon, will constitute a lien upon such property until paid; in addition, you may be cited for violation of the provisions of the City Ordinances and subject to a fine.

Said alleged conditions consist of the following: _____

the City Clerk to cause the same to be abated by City employees or private contract. The costs shall be billed to the owner, as specified in Section 6.60.110. The City Clerk is expressly authorized and may authorize others to enter upon said property for such purposes.

6.60.100 HEARING PROCEDURE BEFORE CITY COUNCIL

All hearings shall be tape recorded. Hearings need not be conducted according to the technical rules of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. Oral evidence shall be taken only on oath or affirmation. Irrelevant and unduly repetitious evidence shall be excluded.

6.60.110 ABATEMENT BY CITY

If such nuisance is not abated as ordered within said abatement period, the City Clerk shall cause the same to be abated by City employees or private contract. The City Clerk is expressly authorized and may authorize others to enter upon said property for such purposes. The cost, including incidental expenses, of abating the nuisance shall be billed to the owner and shall become due and payable thirty (30) days thereafter. The term "incidental expenses" shall include, but not be limited to, personnel costs, both direct and indirect, including attorney's fees; costs incurred in documenting the nuisance; the actual expenses and costs of the City in the preparation of notices, specifications and contracts, and in inspecting the work; and the costs of printing and mailing required hereunder.

No person shall obstruct, impede, or interfere with the City Clerk, or his or her representative in the performance of any necessary act, preliminary to or incidental in, carrying out an abatement order issued pursuant to this Chapter.

6.60.120 LIMITATION OF FILING JUDICIAL ACTION

Any court action appealing or challenging the Council's decision and order shall be commenced within thirty (30) calendar days of the date of service of the decision.

6.60.130 DEMOLITION

No property shall be found to be a public nuisance under Sections 6.60.020(E) or 6.60.030(E) and ordered demolished unless the order is based on competent sworn

In the alternative, after such recordation, such lien may be foreclosed by judicial or other sale in the manner and means provided by law, including California Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h.

Such Notice of Lien for recordation shall be in substantially the following form:

"NOTICE OF LIEN

(Claim of City of Loyalton)

Pursuant to the authority vested by the provisions of Section 6.60.160 of the Ordinances of the City of Loyalton, the City Clerk of the City of Loyalton did on or about the _____ day of _____, 19__, cause the property hereinafter described to be rehabilitated or the building or structure on the property hereinafter described, to be repaired or demolished in order to abate a public nuisance on said real property; and the City Council of the City of Loyalton on the _____ day of _____, 19__, did assess the cost of such rehabilitation, repair or demolition upon the real property hereinafter described; and the same has not been paid nor any part thereof; and that said City of Loyalton does hereby claim a lien on such real property in the amount of said assessment, to wit: the sum of \$ _____: and the same, shall be a lien upon said real property until the same has been paid in full and discharged of record.

The real property hereinabove mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Loyalton, County of Sierra, State of California, and particularly described as follows:

*Street Address:
Assessor Parcel No.:
Legal Description:*

(description)

Dated this _____ day of _____, 19__.

City Clerk, City of Loyalton"

PASSED AND ADOPTED by the City Council of the City of Loyalton on this 12th
day of April, 1990, by the following vote:

AYES: K. Peterson, M. Hudson, M. Moran

NOES: None

ABSENT: M. Gottardi, E. Smith



Milton Gottardi, Mayor

ATTEST:



Patsy Jardin, City Clerk

Kathy LeBlanc

From: Sarah Jackson [sarah.cityofloyalton@gmail.com]
Sent: Wednesday, December 11, 2019 2:11 PM
To: Kathy LeBlanc; Joy Markum
Subject: Fwd: Available Dates

Hi Kathy - please see below and add this topic to our agenda for next week. If approved by the council we will need to update Craig's engagement letter as well as authorize him to interact directly with Cougar Mountain Software.

Thanks, Sarah

----- Forwarded message -----

From: Joy Markum <obejoyous@gmail.com>
Date: Wed, Dec 11, 2019 at 10:13 AM
Subject: Fwd: Available Dates
To: Sarah Jackson <sarah.cityofloyalton@gmail.com>

Here is information from Craig

----- Forwarded message -----

From: Craig D. Collins <craig@collinsacct.com>
Date: Wed, Dec 11, 2019, 10:04 AM
Subject: RE: Available Dates
To: Joy Markum <obejoyous@gmail.com>

Hi Joy,

I typically charge an hourly rate for these types of engagements. There are a few different services on the table, so let me give you an estimate for each one.

For the site visit next week (December 19-20) to post the journal entries and assist with the Cougar Mountain conversion, I would estimate 20 hours at \$95 per hour plus travel costs of approximately \$150, which comes to an estimated total of \$2,050. There are some additional hours built in because I may need to do some preparation work prior to getting there on assembling the information needed.

Charlotte had also contacted me about assembling the information needed for Larry to prepare the State Controller's report due January 31. With a successful site visit as discussed above to get the journal entries all posted to QuickBooks from prior years, the State Controller's report adjustments should be easier than in the past and I would estimate 7 hours at \$95 per hour or a total of \$665 for the State Controller's Report preparation work.

The City has also engaged me to do work on the year end close to prepare adjusting journal entries and get the books ready for audit for the past few years. If you want to continue with this service for the 2018-2019 fiscal year audit that is coming up, I would estimate an additional 10 hours or \$950 assuming successful completion of the other services above.

The estimated total for all of the above would be \$3,665. Let me know if you have any questions and if you want to go ahead or make any changes and we can discuss further. If everything sounds OK, I can draft a new engagement letter covering all of the services you need for this year.

I also have some unbilled charges from past years of work, but I can be flexible with the payment timing on that.

Thanks,

Craig

Craig D. Collins, CPA

Partner

Collins Accountancy Company

PO Box 426

Lincoln, CA 95648-0426

Phone: (530)-520-7782

E-mail: craig@collinsacct.com

Website: <http://www.collinsacct.com/>

From: Joy Markum <obejoyous@gmail.com>

Sent: Monday, December 09, 2019 4:20 PM

To: Craig D. Collins <craig@collinsacct.com>

Subject: Re: Available Dates

Craig can you give me a estimate on hours and cost. Or would it be a flat rate?

On Mon, Dec 9, 2019, 12:15 PM Joy Markum <obejoyous@gmail.com> wrote:

I understand. I was concerned also. I am waiting for Sarah to respond on whether I need to get cost approved by council. I am thinking the Thursday Friday date

On Mon, Dec 9, 2019, 12:08 PM Craig D. Collins <craig@collinsacct.com> wrote:

Hi Joy,

I am concerned one day may not be enough.

Craig

Craig D. Collins, CPA

Partner

Collins Accountancy Company

PO Box 426

Lincoln, CA 95648-0426

Phone: (530)-520-7782

E-mail: craig@collinsacct.com

Website: <http://www.collinsacct.com/>

From: Joy Markum <obejoyous@gmail.com>

Sent: Monday, December 09, 2019 11:56 AM

To: Craig D. Collins <craig@collinsacct.com>

Subject: Re: Available Dates

Do you think it can be done in on full day

On Mon, Dec 9, 2019, 11:13 AM Craig D. Collins <craig@collinsacct.com> wrote:

Hi Joy,

It was good to talk with you on the phone today about the conversion to the new software.

Looking at my calendar, I could be available the following dates:

Monday, December 16, but just for the 1 day

Thursday-Friday, December 19-20

Anytime January 6-10

Let me know what would work best.

Craig

Craig D. Collins, CPA

Partner

Collins Accountancy Company

PO Box 426

Lincoln, CA 95648-0426

Phone: (530)-520-7782

E-mail: craig@collinsacct.com

Website: <http://www.collinsacct.com/>

COLLINS ACCOUNTANCY COMPANY

620 THIRD STREET, SUITE 120
POST OFFICE BOX 426
LINCOLN, CALIFORNIA 95648-0426
TELEPHONE: (916) 626-4984

LINDA FOSTER, CPA, MS TAX
CRAIG D. COLLINS, CPA
WEBSITE: [HTTP://WWW.COLLINSACCT.COM/](http://www.collinsacct.com/)

December 16, 2019

Mayor Sarah Jackson
City of Loyalton
VIA E-MAIL
Sarah.cityofloyalton@gmail.com

Dear Mayor Jackson:

We are pleased to confirm our understanding of the services that we plan to provide to the City of Loyalton (the "City") for the period from December 2019 through June 2020 and to clarify the nature and extent of this engagement.

Objectives of the Engagement

The objectives of the engagement are to

1. Post adjusting entries to reconcile the City's QuickBooks records to the previous audit report and prepare data files to assist the City with its conversion to Cougar Mountain Software.
2. Assist the City in preparing a trial balance by fund to be used by the City's auditor to prepare the annual Financial Transactions Report to the California State Controller due January 31, 2020 based on information provided by the City.
3. Assist the City in undergoing its fiscal year 2018-2019 audit by preparing the necessary adjusting journal entries based on the entries required and prepared by either our firm or the independent auditor in previous years and reconciling the beginning equity balance from the City's accounting records to the ending equity balance in the prior year audit report.

Our Responsibilities

In connection with the above objectives, we will be responsible for performing the following tasks:

- Communicating with Cougar Mountain Software and City representatives to determine the status of the conversion to Cougar Mountain Software and the data needed to complete the conversion.
- Adjusting QuickBooks data as necessary to reconcile the data to the prior audit report so it can be imported into Cougar Mountain software.

Mayor Sarah Jackson
City of Loyaltown
December 16, 2019

- Creating self-balancing funds using the City's accounting data and preparing government-wide adjustments we believe are necessary based on the information you provide to us.
- Reviewing the list of adjusting journal entries for previous years and conferring with City staff to determine whether the entries will be required to prepare for the June 30, 2019 audit.
- Reviewing the balance sheet account balances in your preliminary June 30, 2019 trial balance and determining via inquiry or review of documentation whether any material accounts have been updated to reflect activity through the end of the fiscal year.
- Reviewing a list of major transactions that occurred during the fiscal year ending June 30, 2019 and proposing adjustments if any appear necessary to prepare for the audit.
- Preparing the adjusting journal entries determined necessary as described above and supporting analysis worksheets demonstrating the calculation of the entries.

These services are limited to the objectives described above. The engagement involves review of the documents you submit to us, discussions with you, e-mails to you, and preparation of documents for your review. Due to the limited information presented to us from you and the limited amount of time we will spend together, our consulting services are general in nature, based on limited facts, circumstances and documents, and are not intended to provide assurance like the assurance provided with an audit, examination, or review engagement. We will not audit, examine, or review your financial statements, prospective financial information including cash flow forecasts, or the underlying financial data.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or conclusion. Accordingly, we will not express an opinion or conclusion or provide any assurance on the financial statements, cash flow forecasts, other prospective financial information, or the City's internal control.

Management agrees that if we are asked to produce financial statements for the City, each page of the financial statements prepared without a compilation report will contain a statement that no assurance is expressed. Without this statement, we will be required to issue a disclaimer to the same effect to be attached to the financial statements, cash flow forecast, or other prospective financial information. When prepared under these requirements, we are responsible for conducting the engagement in accordance with the Statements of Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and complying with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care. Management acknowledges and understands that our role in the financial statement preparation engagement is to prepare financial statements, cash flow forecasts, and/or other prospective financial information in accordance with the desired accounting framework, Generally Accepted Accounting Principles, unless otherwise agreed. Management has overall

Mayor Sarah Jackson
City of Loyaltown
December 16, 2019

responsibilities that are essential to our undertaking the engagement for preparation of your financial statements, as defined under "Your Responsibilities," below.

Management has knowledge about the nature of procedures applied and the basis of accounting and assumptions used in the financial statements. You have also been informed of the limitations on the engagement in this letter.

Because of the limitations of our consulting and accounting services, our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. Consequently, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcation, may exist and may not be detected by us. However, we will inform the appropriate level of management of any material errors or indications that fraud or illegal acts may have occurred that come to our attention during the performance of our compilation procedures. We need not report any matters regarding illegal acts that may have occurred that are clearly inconsequential and may reach agreement in advance with you on the nature of any such matters to be communicated.

Your Responsibilities

You understand and accept your responsibility for

- The selection of the financial reporting framework to be applied in the preparation of financial statements.
- The preparation and fair presentation of the financial statements in accordance with the modified cash basis, as described in your audited financial statements for the fiscal year ended June 30, 2018.
- Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements and cash flow forecasts or other prospective financial information that are free from material misstatement, whether due to fraud or error, including but not limited to the implementation of any corrective actions necessary to resolve audit findings.
- Preventing and detecting fraud.
- Identify and ensuring that the entity complies with the laws and regulations applicable to its activities
- Ensuring the accuracy and completeness of the records, documents, explanations, and other information, including the significant judgments provided by management for the preparation of financial statements, cash flow forecasts, and any other prospective financial information.
- Providing us with
 - access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, cash flow

Mayor Sarah Jackson
City of Loyaltown
December 16, 2019

- forecasts, and any other prospective financial information, such as records, documentation, and other matters;
- additional information that we may request from management for the purpose of the engagement, and;
- unrestricted access to the persons within the entity of whom we determine it necessary to ask questions.

Our services may assist you in fulfilling the responsibilities noted above, but the responsibility for deciding whether or not they are sufficient rests with you.

Although we may propose journal entries and make other recommendations during the course of our engagement, our services are not intended to be a substitute for management. You acknowledge your responsibility for evaluating our services, making all management decisions and performing management functions, and for approving the results of the services and taking responsibility for them. Our involvement in performing the functions as described above could impair our independence with respect to the City. Independence is required for performing audits or other attest services.

Engagement Administration

In the course of performing our duties under this agreement, it may be necessary for us to release information about the City to external parties, including but not limited to oversight authorities and external auditors. You authorize us to release information about the City where we deem it appropriate in our professional judgment or at your request.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail and otherwise transmit information about the City via the Internet, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties that we retain in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to providing information for outside services by data processing and professional staff who work as independent contractors for us. With the exception of internet providers subject to the risks discussed in the preceding paragraph, we will ensure we have a confidentiality agreement with any service providers we have retained to assist us in delivering service to you and with whom we share your confidential information, and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information

Mayor Sarah Jackson
City of Loyalton
December 16, 2019

transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Craig D. Collins, CPA is the engagement partner and is responsible for supervising the engagement. Our fee for the services described above will be \$95 per hour. We will render our invoices not more than monthly. Payment will be due within 30 days of the invoice date.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration City under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

We appreciate the opportunity to be of service to the City. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

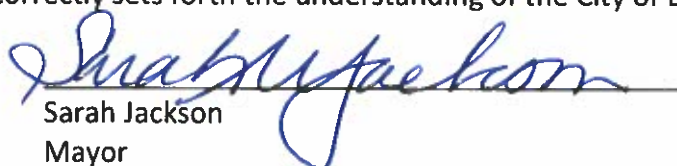
Very cordially yours,

Craig D. Collins, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Loyalton.

Signature:



Sarah Jackson
Mayor
City of Loyalton

Cc: Joy Markum