

ORDINANCE NO. 420

AN ORDINANCE OF THE CITY OF LOYALTON, COUNTY OF SIERRA, STATE OF CALIFORNIA, REPEALING SECTION 2.04.010, ENTITLED "MEETINGS" AND ADDING A NEW SECTION 2.04.010, ENTITLED "MEETINGS", TO PART 2, CHAPTER 2.04 OF THE LOYALTON MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF LOYALTON DOES ORDAIN as follows:

Ordinance Section One: Part 2, Chapter 2.04, Section 010, of the Loyalton Municipal Code is hereby repealed in its entirety and a new Part 2, Chapter 2.40, Section 010, is hereby added to read as follows:

PART 2 ADMINISTRATION

CHAPTER 2.04 CITY COUNCIL

2.04.010 Meetings

The regular meeting of the Council shall be on a day, at a location and have a starting time as set forth in a resolution adopted by the Council. Special meetings may be held as provided for in a resolution adopted by the Council.

Ordinance Section Two: This ordinance shall take effect thirty (30) days after its passage. Within fifteen (15) days after its passage, the Deputy City Clerk/ City Clerk shall cause this ordinance to be posted with the names of those City Council members voting for and against the ordinance in at least three public places in the City, as authorized by Government Code Section 36933.

Introduced, at a regular meeting of the City Council held on the 20th day of March , 2018, by the City Council of the City of Loyalton, State of California, by the following roll call vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF LOYALTON

, Mayor

APPROVED AS TO FORM:

Steven C. Gross, City Attorney

ATTEST:

, Deputy City Clerk

Kathy LeBlanc

From: Steven C. Gross [gross@PorterSimon.com]
Sent: Thursday, March 15, 2018 11:52 AM
To: Kathy LeBlanc
Subject: RE: draft MA Loyalton Speed signs 03-08-2018

Hi Kathy,

I reviewed the Maintenance Agreement. The only concern I have with the form of the agreement is that in Section 9, the agreement can be terminated by both parties or by the State, but the City doesn't have the right to terminate it. I think the City should have the right to terminate, even it means that we have to remove whatever signs we have in the State's right of way. Other than that the form of the agreement looks fine. I presume that the City is comfortable with the business terms, that is, a of the requirements to maintain the signs that are set forth in Section 4. Finally, you'll have to contact SCORE to get proof of self-insurance to provide to the State.

Let me know if you have any questions.

I intend to work on the ordinance this afternoon. Thanks

Steve



Steven C. Gross
PORTER SIMON | Professional Corporation
40200 Truckee Airport Road, Suite One | Truckee, CA 96161
530.587.2002 ext. 4485 | 530.587.1316 fax

gross@portersimon.com | www.portersimon.com

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From: Kathy LeBlanc [<mailto:cityofloyalton@digitalpath.net>]
Sent: Wednesday, March 14, 2018 12:01 PM
To: Steven C. Gross
Subject: FW: draft MA Loyalton Speed signs 03-08-2018

Hi Steve,
Could you please take a look at this and get back to me.
Kathy

From: Billy Epps [<mailto:bepps@sierracounty.ca.gov>]
Sent: Thursday, March 08, 2018 11:32 AM
To: cityofloyalton@digitalpath.net
Cc: Bryan Davey
Subject: draft MA Loyalton Speed signs 03-08-2018

NOTICE OF ADMINISTRATIVE HEARING ON ABATEMENT OF NUISANCE

*This is a Notice of Hearing before the City Council to ascertain whether certain personal property situated in the City of Loyalton, State of California, known and designated as **501 Lewis Ave.**, Loyalton, California, and more particularly described as Sierra County assessor's parcel number **017-103-00-8-0** constitutes a public nuisance subject to abatement by removal and disposal. If said property, in whole or part, is found to constitute a public nuisance as defined in Chapter 6.70 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 removal or disposal 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:

You are in violation of City of Loyalton ordinance code number 6.70.020. It is unlawful for any person to permanently inhabit, or allow another person to permanently inhabit, any camping trailers, camper shell, recreational vehicle, or mobile home within the City of Loyalton except in a duly licensed mobile home park. For the purpose of this Section a camping trailer, camper shell, recreational vehicle, or mobile home, shall be deemed to be permanently occupied for more than fourteen (14) (consecutive or nonconsecutive) days in any-one year period.

The method(s) of abatement are:

ABATEMENT BY OWNER

The owner of the property shall not inhabit or allow another person to inhabit any camping trailers, camper shell, recreational vehicle, or mobile home on the property for more than fourteen (14) (consecutive or nonconsecutive) days in any-one year period.

6.70.110 ABATEMENT BY CITY

If such nuisance is not abated as ordered within said abatement period, the Loyalton City Council shall cause the same to be abated by City employees or private contract. The Loyalton City Council 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 limited to, personnel costs, both direct and indirect, including attorney fees; costs incurred documenting the nuisance; the actual expenses of the City in preparation of notices,

specifications and contracts, and in inspecting the work; and the cost of printing and mailing required hereunder.

No person shall obstruct, impede, or interfere with the Loyalton City Council, 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.

All persons having an interest in said matters may attend the hearing and their testimony and evidence will be heard and given due consideration.

Dated this 5th day of March, 2018

Mayor-City of Loyalton

Time and Date of Hearing: March 20, 2018

Location of Hearing: City of Loyalton Social Hall

Attached City of Loyalton Ordinance 90-378, pages 1 through 7

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.

6.70.020 UNLAWFUL HABITATION

It is unlawful for any person to permanently inhabit, or allow another person to permanently inhabit, any camping trailer, camper shell, recreational vehicle, or mobile home within the City of Loyalton except in a duly licensed mobile home park. For purposes of this Section, a camping trailer, camper shell, recreational vehicle, or mobile home shall be deemed to be permanently occupied if it is occupied for more than fourteen (consecutive or nonconsecutive) days in any one-year period.

6.70.030 MOBILE HOME STORAGE

It shall be unlawful for any person to locate, store or maintain a mobile home on any public or private property, including streets and highways, within the City of Loyalton, except in a licensed mobile home park, or pursuant to a use permit issued by the City of Loyalton.

6.70.040 DECLARATION OF PUBLIC NUISANCE

Any property found to be maintained in violation of Sections 6.70.020 or 6.70.030 is hereby declared to be a public nuisance and shall be abated by removal and disposal pursuant to the procedures set forth herein. The procedures for abatement set forth herein shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City Ordinances or abating public nuisances in any other manner provided by law.

6.70.050 NOTIFICATION OF NUISANCE

Whenever the City Council determines that any property within the City is being maintained contrary to the provisions of Sections 6.70.020 or 6.70.030, 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 6.70.070 covering service in person or by mail. The City Clerk shall retain proof of service of this notice.

6.70.060 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.

6.70.070 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 personal 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 removal and disposal. If said property, in whole or part, is found to constitute a public nuisance as defined in Chapter 6.70 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 removal or disposal 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 method(s) of abatement are: _____

All persons having an interest in said matters may attend the hearing, and their testimony and evidence will be heard and given due consideration.

Dated this _____ day of _____, 19__

City Clerk

Time and Date of Hearing: _____.

Location of Hearing: _____."

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

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 attorneys' 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.

6.70.120 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.

6.70.130 RECORD OF COSTS OF ABATEMENT

The City Clerk shall keep an account of the cost, including attorneys' fees and incidental expenses, of abating such nuisance on each separate lot or parcel of land where the work is done by the City and shall render an itemized report in writing to the City Council showing the cost of abatement, including the removal and disposal of said property, including any salvage value relating thereto; provided that before said report is submitted to the City Council, a copy of the same shall be posted for at least five (5) days upon or in front of such property, together with a notice of the time when said report shall be heard by the City Council for confirmation. A copy of said report and notice of the hearing shall be served upon the owners of said property in accordance with the provisions of Section 6.70.080 at least five (5) calendar days prior to submitting the same to the City Council. The City Clerk shall retain proof of such posting and service.

6.70.140 ASSESSMENT LIEN

The total cost for abating such nuisance, if confirmed by the City Council after a hearing, shall constitute a special assessment against the respective lot or parcel of land to which it relates, and upon recordation in the office of the County Recorder of a Notice of Lien, as so made and confirmed, shall constitute a lien on said property for the amount of such assessment.

After such confirmation and recordation, a certified copy of the Council's decision shall be filed with the Sierra County Auditor-Controller on or before August 1 of each year, whereupon it shall be the duty of said Auditor-Controller to add the amounts of the respective assessments to the next regular tax bills levied against said respective lots and parcels of land for municipal purposes and thereafter said amounts shall be collected at

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"

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, 1999 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

**MAINTENANCE AGREEMENT FOR RADAR SPEED SIGNS
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 49 WITHIN THE CITY OF LOYALTON**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Loyalton; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit Numbers 0318-NSI0136 and 0318-NSI0139.
2. This Agreement addresses CITY responsibility for the radar speed signs and supports (collectively the "SIGN/SIGNS") placed within State Highway right of way on State Route 49, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of SIGNS as shown on said Exhibit A.
 - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit A which will be made a part hereof and will thereafter supersede the attached original Exhibit A to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

4. CITY agrees, at CITY expense, to do the following:
 - 4.1. CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) SIGNS conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. CITY will submit plan for SIGNS to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed SIGNS must meet STATE's applicable standards.
 - 4.3. CITY shall ensure that SIGNS designated on Exhibit A are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 4.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 4.5. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 4.6. To replace damaged or unsightly SIGNS when observed or within 30 days when notified in writing by STATE that SIGNS replacement are required.
 - 4.7. To expeditiously repair any STATE facility damage ensuing from SIGNS construction, presence, and MAINTENANCE.
 - 4.8. To reimburse STATE for its cost to repair STATE facility damage ensuing from SIGNS presence and MAINTENANCE should STATE be required to cure a CITY default.
 - 4.9. To remove SIGNS and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 4.10. To remove SIGN/SIGNS, whenever, in the opinion of STATE, that it/they creates/create a safety or operational concern. In the event CITY fails to remove SIGN/SIGNS in a timely manner, STATE may remove SIGN/SIGNS thirty (30) days following written notification to CITY, and STATE will bill CITY for all costs of its removal and restoration of STATE right of way, on presentation of a bill.
 - 4.11. To inspect SIGNS on a regular monthly or weekly basis to ensure the safe operation and condition of the SIGNS.

- 4.12. To expeditiously MAINTAIN, replace, repair or remove from service any SIGNS system component that has become unsafe or unsightly. Cause for removal shall include but is not limited to, graffiti, advertising, or unapproved temporary signage placed on SIGNS.
 - 4.13. To allow random inspection of SIGNS by a STATE representative.
 - 4.14. To keep the entire SIGNS area policed and free of litter and deleterious material.
 - 4.15. All work by or on behalf of CITY will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
 - 5.3. STATE reserves the right to remove SIGN/SIGNS due to construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of CITY.
 - 5.4. STATE reserves the right to remove SIGN/SIGNS that present an immediate safety hazard to the public without delay or advanced notification to CITY.
 - 5.5. STATE shall not be responsible for the cost, maintenance, repair, or replacement of SIGN/SIGNS damaged by anything STATE does or does not do in the course of normal highway maintenance operations and activities.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
 - 6.2. If during the term of this Agreement, CITY should cease to MAINTAIN the SIGNS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove SIGNS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing

SIGNS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

- 6.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 6.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

7. PREVAILING WAGES:

- 7.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 7.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

8. INSURANCE:

- 8.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury

liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement..

8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

9. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF LOYALTON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Director, Department of Public Works

LAURIE BERMAN
Director of Transportation

By: _____
Name, City Clerk

By: _____
Amarjeet S. Benipal, District 3 Director

As to Form and Procedure:

By: _____
Name, Attorney (or Counsel)

By: _____
Attorney
Department of Transportation

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
3/9/2018

PRODUCER
Alliant Insurance Services, Inc.
916-643-2700
2180 Harvard Street, Suite 460
Sacramento CA 95815

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY
City of Loyalton
P.O. Box 128
Loyalton CA 96118

PROGRAM AFFORDING COVERAGE
A: LAWCX
B: SCORE - Small Cities Organized Risk Effort
C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	_SCOLI001-17	7/1/2017	6/30/2018	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Public Officials				PERSONAL & ADV INJURY	\$
	E&O				GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY	_SCOLI001-17	7/1/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	<input checked="" type="checkbox"/> ANY AUTO				\$	
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	_SCOWC009-17 _LAW029-2017	7/1/2017 7/1/2017	6/30/2018 7/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? N				E.L. EACH ACCIDENT	\$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS
The State of California, its officers, agents and employees are additional insured as respects Maintenance Agreement for Radar Speed Signs within the State Highway Right of Way on Route 49 within the City of Loyalton.

CERTIFICATE HOLDER

State of California
Attn: Department of Transportation
703 B Street
Marysville CA 95901-0911

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE 



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

**Certificate Holder and
Additional Covered Party:** State of California, its officers, agents and employees
Department of Transportation, District 3
703 B Street
Marysville, CA 95901

**This certifies that the coverage
Described herein has been issued to:** City of Loyalton

Description of Activity: Maintenance Agreement for Radar Speed Signs within the State Highway Right of Way on Route 49 within the City of Loyalton - Encroachment Permit Numbers 0318-NSI0136 and 0318 NSI0139

Date(s) of Activity: March 12, 2018 to March 12, 2030

Location of Activity: Route 49 within the City of Loyalton, CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$500,000 excess of \$500,000	June 30, 2018

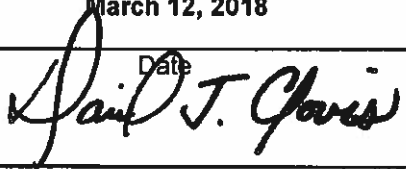
The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

March 12, 2018

Date

Authorized Signature

David J. Clovis, ARM, General Manager
Name and Title (Print or type)

Certificate Number: 2017-2018-COC1848

Form C

3201 Doolan Road, Suite 285 • Livermore, CA 94551 • Phone (925) 837-0667 • FAX (925) 290-1543

Acknowledgement of Approval, City of Loyalton

The City of Loyalton acknowledges approval of the below listed Transfer(s) of Funds.

Transfer From	Transfer To	Date	Amount
General Fund	Enterprise Loan MM 0559	4/6/18	1,500.00
	Water		4,500.00
General Fund	Enterprise Loan MM 0559	4/13/18	1,500.00
	Water		4,500.00
General Fund	Enterprise Loan MM 0559	4/20/18	1,500.00
	Water		4,500.00
General Fund	Enterprise Loan MM 0559	4/27/18	1,500.00
	Water		4,500.00

THIS TOTAL

\$24,000.00

This authorization took place at the council meeting held on 3/20/18 and will be further reflected in the council minutes of this meeting.

Authorized Signature

Mark Marin, Mayor, Dated 3/20/18

Acknowledgement of Approval, City of Loyalton - PP 63

The City of Loyalton acknowledges approval by council vote of the below listed invoices for payment and intends to seek reimbursement from the USDA Rural Development in conjunction with grant monies approved for the Waste Water Treatment Plant construction repair project.

Name	Date	Invoice #	Amount
Sierra Controls, LLC	02/28/2018	119299	\$5,879.70
Farr West Engineering	03/02/2018	9641	\$22,459.71

THIS TOTAL

\$28,339.41

This authorization took place at the council meeting held on 03/20/2018 and will be further reflected in the council minutes of this meeting.

Authorized Signature

Mark Marin, Mayor, Dated 03/20/2018



RECEIVED MAR 12 2018

Platinum Plus® for Business

CITY OF LOYALTON
February 05, 2018 - March 04, 2018

Company Activity Statement

Account Information	
Web Address: www.bankofamerica.com	Customer Service: 1 800.673.1044, 24 Hours
Mail Billing Inquiries to: BANK OF AMERICA PO BOX 982238 EL PASO, TX 79998-2238	TTY Hearing Impaired: 1 888 500 6267, 24 Hours
Mail Payments to: BUSINESS CARD PO BOX 15796 WILMINGTON, DE 19886-5796	Outside the U.S.: 1 509 353 6656, 24 Hours
	For Lost or Stolen Card: 1 800 673 1044, 24 Hours
	Business Offers: www.bankofamerica.com/mybusinesscenter

Account Summary	
Previous Balance	\$1,373.51
Payments and Other Credits	-\$1,373.51
Balance Transfer Activity	\$0.00
Cash Advance Activity	\$0.00
Purchases and Other Charges	\$799.79
Fees Charged	\$0.00
Finance Charge	\$0.00
Total Activity	\$799.79
Credit Limit	\$10,000
Credit Available	\$9,200.21
Statement Closing Date	03/04/18
Days in Billing Cycle	26
Payment Due Date	03/29/18

Cardholder Activity Summary

Account Number Credit Limit	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged	Finance Charge
EVANS, JOHN 2,000	-546.34	0.00	0.00	0.00	0.00	0.00
Previous Balance: \$546.34						
HAYWOOD, SHAWN 2,000	-115.99	0.00	0.00	71.20	0.00	0.00
Previous Balance: \$115.99						
LEBLANC, KATHY 2,000	-711.18	0.00	0.00	728.59	0.00	0.00
Previous Balance: \$711.18						

New Balance: \$0.00

New Balance: \$71.20

New Balance: \$728.59

A Detailed Remittance Document is included with this statement for your convenience. Please return the entire Detailed Remittance Document with your payment.

Account Number [REDACTED]
February 05, 2018 - March 04, 2018


CITY OF LOYALTON
CITY OF LOYALTON
PO BOX 128
LOYALTON, CA 95118-0128
**ND03955

Total Activity \$799.79
Payment Due Date 03/29/18

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
03/04/2018	Acct. 304244875 (SH)

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/29/2018
Terms	
Memo	 (Viasat/Excede)

Expenses

Account	Memo	Amount	Customer:Job	Class
Internet - Broadband	Internet Service	71.20		Fire Department 7707-1

Expense Total : 71.20

Bill Total : \$71.20

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
02/02/2018	Auth. 00498E

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/29/2018
Terms	
Memo	[REDACTED]

Expenses

Account	Memo	Amount	Customer:Job	Class
Fuel	.50 Fuel (John Cussins)	34.42		Water Fund 7520-1
Fuel	.50 Fuel (John Cussins)	34.43		Sewer Fund 7580-1

Expense Total : 68.85


Bill Total : \$68.85

Bill

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
02/09/2018	Auth. 06179E

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/29/2018
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Fuel	.50 Fuel-GMC	33.47		Water Fund 7520-1
Fuel	.50 Fuel-GMC	33.48		Sewer Fund 7580-1

Expense Total : 66.95

Bill Total : \$66.95

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
02/16/2018	Auth. 06485E

Vendor
Business Card
Bank of America Business Card
PO Box 15796
Wilmington, DE 19886-5796

Bill Due 03/29/2018
Terms
Memo [REDACTED]

Expenses

Account	Memo	Amount	Customer:Job	Class
Fuel	.50 Fuel-GMC	21.62		Water Fund 7520-1
Fuel	.50 Fuel-GMC	21.63		Sewer Fund 7580-1

Expense Total : 43.25


Bill Total : \$43.25

Bill

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
02/20/2018	PO 6697

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/29/2018
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Operating Supplies	Alpha Dog ADA Signs (Gender Nuetral Restroom Signs-8)	131.81		General Fund

Expense Total : 131.81


Bill Total : \$131.81

Bill

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
02/21/2018	PO 6698

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/29/2018
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Miscellaneous	Richard Meder Community Service Award	76.91		General Fund

Expense Total : 76.91


Bill Total : \$76.91

Bill

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
02/23/2018	Auth. 03795E

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/25/2018
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
Fuel	.50 Fuel-GMC	46.58		Water Fund 7520-1
Fuel	.50 Fuel-GMC	46.58		Sewer Fund 7580-1
Fuel	.50 Fuel-John C. Vehicle	28.00		Water Fund 7520-1
Fuel	.50 Fuel-John C. Vehicle	28.01		Sewer Fund 7580-1
Fuel	Loader	63.56		SNOW REMOVAL 9422-1

Expense Total : 212.73

Bill Total : \$212.73

Bill

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
03/01/2018	55310208060083123789

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/29/2018
Terms	
Memo	[REDACTED]

Expenses

Account	Memo	Amount	Customer:Job	Class
Training	WWTP Training Book (Ordered for N. Rogers and reimbursed by N. Rogers)	36.03		Sewer Fund 7580-1

Expense Total : 36.03

Bill Total : \$36.03

Bill

City of Loyalton
P.O. Box 128
Loyalton, CA 96118

Date	Ref. No.
03/01/2018	Acct. 2027392

Vendor
Business Card Bank of America Business Card PO Box 15796 Wilmington, DE 19886-5796

Bill Due	03/01/2018
Terms	
Memo	████████████████████ (Nextiva)

Expenses

Account	Memo	Amount	Customer:Job	Class
Telephone	.40 Telephone (Nextiva)	36.82		Water Fund 7520-1
Telephone	.40 Telephone (Nextiva)	36.82		Sewer Fund 7580-1
Telephone	.15 Telephone (Nextiva)	13.82		General
Telephone	.05 Telephone (Nextiva)	4.60		Government-9420-1
				Streets and Highways

Expense Total : 92.06

Bill Total : \$92.06

City of Loyalton
 Financial Report
 As of March 14, 2018

	Mar 14, 18
ASSETS	
Current Assets	
Checking/Savings	
Enterprise Loan MM 0559	308,829.84
General Funds	
General Checking 1956- NEW	85,199.07
General Contingency Saving 0322	129,648.67
Total General Funds	214,847.74
Designated Funds	
WWTP Settlement MM 4321	2,677,765.80
Fire Dept. Reserve 7243	39,128.47
WWTP Construction 1990	5,970.70
Community Dev Block Grant 0059	4,456.23
Total Designated Funds	2,727,321.20
Cash Drawer	450.00
Total Checking/Savings	3,251,448.78
Accounts Receivable	
Accounts Receivable	79,399.85
Total Accounts Receivable	79,399.85
Other Current Assets	
Grants Receivable	-89,591.19
CDBG Loans Receivable	14,104.53
Due From Other Funds	389,174.04
Due From Sewer Fund	-30,000.00
Accounts Receivable- Government	
General Accounts Receivable	-600.00
Accounts Receivable- Government - Other	-100.00
Total Accounts Receivable- Government	-700.00
Accounts Receivable- Proprietar	
Reserve for Bad Debt	-188,104.18
Accts Receivable- Late Fees Wat	4,832.23
Accts Receivable- Late Fees Sew	12,080.50
Sewer Ent. Accounts Receivable	223,370.30
Water Ent. Accounts Receivable	
Reconnect fee	-857.58
Water Ent. Accounts Receivable - Other	111,036.65
Total Water Ent. Accounts Receivable	110,179.07
Total Accounts Receivable- Proprietar	162,357.92
Total Other Current Assets	445,345.30
Total Current Assets	3,776,193.93
Fixed Assets	
Fixed Assets	
Construction in Progress	238,826.18
Land	352,112.00
Buildings	1,029,606.34
Improvements	11,667,426.16
Machinery and Equipment	1,298,766.42
Accumulated Depreciation	-4,619,593.00
Total Fixed Assets	9,967,144.10
Total Fixed Assets	9,967,144.10
TOTAL ASSETS	13,743,338.03
LIABILITIES & EQUITY	

**City of Loyalton
 Financial Report
 As of March 14, 2018**

	Mar 14, 18
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	76,230.81
Total Accounts Payable	76,230.81
Other Current Liabilities	
Current Portion-Long Term Debt	-123,505.60
Due to Other Governments	41,836.27
Due to Other Funds	389,174.04
Sales Tax Payable	-1,024.00
J. Cussins Converted Sick Liabi	26,248.10
Due to General Fund	-30,000.00
Accrued Bond Interest Payable	59,544.70
Accrued Payroll	
Propriety Accrued Payroll	
Water Ent. Accrued Payroll	132.51
Sewer Ent. Accrued Payroll	335.51
Total Propriety Accrued Payroll	468.02
Governmental Accrued Payroll	5.67
Total Accrued Payroll	473.69
Customer Deposits	200.00
Payroll Liabilities	
Employee Liability Deductions	-1,139.13
State Taxes	132.78
Federal Taxes	-284.23
Payroll Liabilities - Other	8,731.40
Total Payroll Liabilities	7,440.82
Total Other Current Liabilities	370,388.02
Total Current Liabilities	446,618.83
Long Term Liabilities	
John Deere Credit Payable70422	-0.03
John Deere Credit Payable 5215	21,284.56
Bonds Payable	
USDA 92-07	3,215,000.00
Note Payable- Water Proj 91-05	978,400.00
USDA Sewer 92-01	835,338.00
USDA Sewer 92-03	124,491.00
Total Bonds Payable	5,153,229.00
Total Long Term Liabilities	5,174,513.53
Total Liabilities	5,621,132.36
Equity	
Unassigned (Fund Equity)	199,791.14
Reserved Funds	32,967.98
Invested in Fixed Assets	4,956,179.67
Unreserved Fund Balance	2,138,391.17
Net Income	794,875.71
Total Equity	8,122,205.67
TOTAL LIABILITIES & EQUITY	13,743,338.03

4:20 PM

03/14/18

Accrual Basis

City of Loyalton
Revenue & Expenditures
 July 1, 2017 through March 14, 2018

	Jul 1, '17 - Mar 14, 18
Ordinary Income/Expense	
Income	
Transfer In	55,028.76
Building Permits	4,874.13
Donations	11,649.88
Property Taxes	
Supplemental	1,172.54
Homeowners	395.22
Clerk Fees	875.60
Secured	18,608.81
Unsecured	1,359.79
Prior Year	42.39
Total Property Taxes	22,454.35
Taxes & License Revenue	
Sales & Use	41,711.71
License & Permits	5,055.00
Total Taxes & License Revenue	46,766.71
Intergovernmental - Federal	
USDA Grant	54,250.00
Intergovernmental - Federal - Other	14,253.27
Total Intergovernmental - Federal	68,503.27
Intergovernmental - State	
Road Maintenance & Rehab	481.46
VLF Swap	29,568.00
Motor Vehicle	404.77
Traffic Congestion Relief	874.22
Highway Users Tax	
2103 (Gas Tax)	2,241.16
2105	2,816.52
2106	4,029.76
2107	3,574.50
2107.5	1,000.00
Total Highway Users Tax	13,661.94
Intergovernmental - State - Other	55,850.94
Total Intergovernmental - State	100,841.33
Enterprise Income	
Sewer Service Income	
Sewer Service Income - Other	20.00
Late Fees Sewer	2,113.09
Sewer Service Income - Other	217,624.16
Total Sewer Service Income	219,757.25
Water Service Income	
Connection Fee	3,250.00
Late Fees Water	1,056.52
Water Service Income - Other	112,243.53
Total Water Service Income	116,550.05
Charges for Services Misc	10.00
Total Enterprise Income	336,317.30
Charges for Current Services	
Copies & Faxes	757.25
Hook-ups	500.00
Cemetery	
Plots	2,000.00

City of Loyalton
Revenue & Expenditures
 July 1, 2017 through March 14, 2018

	Jul 1, '17 - Mar 14, 18
Total Cemetery	2,000.00
Rent Income	
Auditorium Rental	60.00
Social Hall	405.00
Rent Income - Other	7,501.00
Total Rent Income	7,966.00
Service Area Revenue	10,000.00
Charges for Current Services - Other	14,736.39
Total Charges for Current Services	35,959.64
Revenue Use of Money & Property	
Interest Income	3,009.07
Revolving Loan	2,448.42
Total Revenue Use of Money & Property	5,457.49
Miscellaneous Revenue	
S.C.O.R.E.	275.38
Other income	
Settlement - WWTP	965,000.00
Total Other Income	965,000.00
Miscellaneous Revenue - Other	2,547.67
Total Miscellaneous Revenue	967,823.05
Total Income	1,655,675.91
Gross Profit	1,655,675.91
Expense	
Refund	
Bldg Permit - Indemnification	250.00
Total Refund	250.00
DSA 786 Fees	0.90
Small Tools & Equipment	
Small Tools & Equipment - Other	718.67
Safety	275.38
Small Tools & Equipment - Other	5,110.38
Total Small Tools & Equipment	6,104.43
Repairs & Maintenance	5,454.54
Building Repairs	19.19
Utilities	
Security	360.00
Internet - Broadband	1,519.03
Propane	8,159.97
Electric	
Electric for Discharge	195.45
Electric - Other	64,073.87
Total Electric	64,269.32
Garbage Disposal	993.30
Utilities - Other	172.30
Total Utilities	75,473.92
Janitorial	21.51
Equipment Repair & Maintenance	19,448.24
Reconciliation Discrepancies	4.62
Taxes	
Solid Waste Benefit Assessment	4,820.46

City of Loyalton
Revenue & Expenditures
 July 1, 2017 through March 14, 2018

	<u>Jul 1, '17 - Mar 14, 18</u>
Property Tax	585.59
Taxes - Other	91.03
Total Taxes	5,497.08
Salaries and Wages	
Workers Comp.	11,717.61
Payroll Tax Expense	9,333.25
Payroll Expense	
Part Time Wages	37,909.16
Payroll Expense - Other	100,571.31
Total Payroll Expense	138,480.47
Total Salaries and Wages	159,531.33
Employee Benefits	
Nationwide City	612.09
Health Insurance	1,969.86
Total Employee Benefits	2,581.95
Services and Supplies	
Postage	1,262.20
Advertising	412.00
Automobile Expense	
Fuel	5,494.47
Automobile Expense - Other	1,182.34
Total Automobile Expense	6,676.81
Bank Service Charges	95.00
Chemicals	984.85
Contracted Services	
Building Permits	169.00
Health/Drug Screening	653.77
Professional Fees	15,013.75
Legal Fees	106,802.80
Auditing Expense	7,147.00
Consulting	14,171.18
Testing	8,826.00
Contracted Services - Other	134,076.55
Total Contracted Services	286,860.05
Dues and Subscriptions	1,335.60
Equipment Rental	276.03
Insurance	
Liability Insurance	19,090.16
Property Insurance	15,266.56
Travel for SCORE	319.80
Insurance - Other	297.00
Total Insurance	34,973.52
Licenses and Permits	18,815.34
Miscellaneous	
Meals	170.15
Miscellaneous - Other	192.20
Total Miscellaneous	362.35
Office Expense	5,391.64
Operating Supplies	3,150.77
Telephone	2,073.03
Training	36.03
Travel	413.91

City of Loyaltan
Revenue & Expenditures
July 1, 2017 through March 14, 2018

	Jul 1, '17 - Mar 14, 18
Services and Supplies - Other	2,372.76
Total Services and Supplies	365,491.89
Total Expense	639,879.60
Net Ordinary Income	1,015,796.31
Other Income/Expense	
Other Expense	
Transfers Out	55,028.76
Debt Service	
Interest Expense	
Interest 91-05 Water	43,688.25
Interest 92-01 Sewer	37,009.68
Interest 92-03 Sewer	5,514.33
Interest 92-07 Sewer	79,650.00
Total Interest Expense	165,862.26
Total Debt Service	165,862.26
Capital Outlay	
Equipment- Snowplow Truck	7.82
Street Repairs	21.76
Total Capital Outlay	29.58
Total Other Expense	220,920.60
Net Other Income	-220,920.60
Net Income	794,875.71

4:23 PM

03/14/18

Cash Basis

City of Loyalton

Bills Paid

As of March 14, 2018

Type	Date	Num	Name	Memo	Paid Amount
Enterprise Loan MM 0559					
Check	02/28/2018			Service Charge	-2.00
Check	03/01/2018	EFT	USDA	Case 04-046-0946000364, 91-05 Auto Pay	-21,640.50
Total Enterprise Loan MM 0559					-21,642.50
General Funds					
General Checking 1956- NEW					
Check	02/28/2018			Service Charge	-2.00
Bill Pmt -Check	02/14/2018	EFT	Bank of America	5472064000010235	-1,373.51
Bill Pmt -Check	02/23/2018	EFT	Nationwide	PPE02.17.2018(457 Plan)	-118.19
Liability Check	02/20/2018	EFT	Employment Development De...	69817369	-14.14
Liability Check	02/20/2018	EFT	US Treasury-941	94-6000364	-560.48
Liability Check	02/20/2018	EFT	Employment Development De...	69817369	-190.43
Liability Check	03/09/2018	EFT	Employment Development De...	69817369	-13.52
Liability Check	03/09/2018	EFT	US Treasury-941	94-6000364	-638.94
Liability Check	03/09/2018	EFT	Employment Development De...	69817369	-222.14
Bill Pmt -Check	03/09/2018	EFT	Nationwide	PPE 03.03.2018	-10.40
Bill Pmt -Check	02/14/2018	EFT	PITNEY BOWES INC Purcha...	8000-9000-0953-9911	-125.00
Bill Pmt -Check	03/14/2018	EFT	Pitney Bowes Lease	Postage Meter Rental - 12.30.2017-03.29.2018	-151.03
Bill Pmt -Check	03/14/2018	EFT	Bank of America	5472064000010235	-799.79
Bill Pmt -Check	02/14/2018	4862	Amerigas*	201913977	-2,759.55
Bill Pmt -Check	02/14/2018	4863	Bastian Engineering	Engineering- Groundwater Gradient	-347.50
Bill Pmt -Check	02/14/2018	4864	Cashman Equipment Company		-1,578.75
Bill Pmt -Check	02/14/2018	4865	Intermountain Disposal, Inc.	Account code LOYCI	-141.90
Bill Pmt -Check	02/14/2018	4866	Keith Jordan	Phone Reimbursement - February 2018	-15.00
Bill Pmt -Check	02/14/2018	4867	O'Reilly Auto Parts	Transaction No. 3661431371	-117.95
Bill Pmt -Check	02/14/2018	4868	Office Depot	6011 5661 5318 4480	-32.54
Bill Pmt -Check	02/14/2018	4869	Pape Machinery - POWERPL...		-510.85
Bill Pmt -Check	02/14/2018	4870	Plumas-Sierra Telecomm.	Broadband, Account # 37225	-109.00
Bill Pmt -Check	02/14/2018	4871	Plumas Sierra Rural Electric		-2,860.71
Bill Pmt -Check	02/14/2018	4872	Porter Simon Professional Ser...	92132-13200M	-500.00
Bill Pmt -Check	02/14/2018	4873	S.C.O.R.E.	2017-18 Property / Liability Insurance	-2,863.06
Bill Pmt -Check	02/14/2018	4874	Sierra Controls, LLC	Contract Services,Yearly Subscription Services F...	-250.00
Bill Pmt -Check	02/14/2018	4875	Sierra County Auditor	Police Contract	-1,250.00
Bill Pmt -Check	02/14/2018	4876	Sierra Environmental Monitori...	LOY-001	-135.00
Bill Pmt -Check	02/14/2018	4877	State Water Resources Contr...	VOID:	0.00
Bill Pmt -Check	02/14/2018	4878	Sucaba Fleet Services		-600.00
Bill Pmt -Check	02/14/2018	4879	United Healthcare Insurance ...	J. Cussins March 2018 Premium - 327802773-1	-254.67
Bill Pmt -Check	02/14/2018	4880	Xerox Corporation	951429299	-330.52
Bill Pmt -Check	02/14/2018	4881	State Water Resources Contr...	OIT Application	-125.00
Bill Pmt -Check	02/14/2018	4882	State Water Resources Contr...	System No. 4610001 Water System Enforcement ...	-167.00
Paycheck	02/23/2018	4883	Jordan, Keith S.		-1,197.56
Paycheck	02/23/2018	4884	LeBlanc, Katherine L		-730.58
Paycheck	02/23/2018	4885	Smith, Tracy A		-687.46
Bill Pmt -Check	03/09/2018	4886	Keith Jordan	Phone Reimbursement - March 2018	-15.00
Paycheck	03/09/2018	4887	Jordan, Keith S.		-1,479.73
Paycheck	03/09/2018	4888	LeBlanc, Katherine L		-913.03
Paycheck	03/09/2018	4889	Marsh, Jacob T		-687.13
Paycheck	03/09/2018	4890	Smith, Tracy A		-68.28
Bill Pmt -Check	03/07/2018	4891	Liberty Utilities		-3,823.07
Bill Pmt -Check	03/07/2018	4892	Sierra Environmental Monitori...	LOY-001	-55.00
Bill Pmt -Check	03/07/2018	4893	SVHC- Sierra Valley Home Ce...	1100	-88.20
Bill Pmt -Check	03/07/2018	4894	Verizon Wireless	370745244-000001	-38.01
Bill Pmt -Check	03/09/2018	4895	Petty Cash (Tracy Smith)		-157.18
Check	03/12/2018	4896	Copy Machine	Reimbursement to Jackie Mertton-Overpayment f...	-43.00
Bill Pmt -Check	03/14/2018	4897	Amerigas*	201913977	-428.09
Bill Pmt -Check	03/14/2018	4898	AT&T CALNET 3		-109.36
Bill Pmt -Check	03/14/2018	4899	City of Portola	Inspections	-56.00
Bill Pmt -Check	03/14/2018	4900	Home Depot	6035322501434199	-209.43
Bill Pmt -Check	03/14/2018	4901	Intermountain Disposal, Inc.	Account code LOYCI (Invoice 60531)	-141.90
Bill Pmt -Check	03/14/2018	4902	Jones Precision Key & Lock	City Hall-Lock Changes	-154.35
Bill Pmt -Check	03/14/2018	4903	L.N. Curtis & Sons	Eagle Compressor Service-Annual(Sales Order 3...	-1,164.43
Bill Pmt -Check	03/14/2018	4904	O'Reilly Auto Parts	Transaction No. 3661444770	-274.33
Bill Pmt -Check	03/14/2018	4905	Office Depot	6011 5661 5318 4480	-163.74
Bill Pmt -Check	03/14/2018	4906	Plumas-Sierra Telecomm.	Broadband, Account # 37225 (03.01.2018-03.31.2...	-109.00
Bill Pmt -Check	03/14/2018	4907	Plumas Sierra Rural Electric		-2,391.60
Bill Pmt -Check	03/14/2018	4908	Porter Simon Professional Ser...	92132-13200M	-1,600.00
Bill Pmt -Check	03/14/2018	4909	Sierra Controls, LLC	Project SR18-2488 Loyalton-Influent WW LoLo Fl...	-868.75

4:23 PM
03/14/18
Cash Basis

City of Loyalton
Bills Paid
As of March 14, 2018

Type	Date	Num	Name	Memo	Paid Amount
Bill Pmt -Check	03/14/2018	4910	Sierra County Tax Collector		-2,748.54
Bill Pmt -Check	03/14/2018	4911	Sierra Environmental Monitori...	LOY-001	-892.00
Bill Pmt -Check	03/14/2018	4912	State Water Resources Contr...	System No. 4610001 Water System Enforcement ...	-624.00
Bill Pmt -Check	03/14/2018	4913	Xerox Corporation	951429299	-331.60
Total General Checking 1956- NEW					-41,418.92
General Contingency Saving 0322					
Total General Contingency Saving 0322					
Total General Funds					-41,418.92
Designated Funds					
WWTP Construction 1990					
Check	02/28/2018			Service Charge	-2.00
Total WWTP Construction 1990					-2.00
Community Dev Block Grant 0059					
Total Community Dev Block Grant 0059					
Total Designated Funds					-2.00
TOTAL					-63,063.42

City of Loyalton
Unpaid Bills
As of March 14, 2018

Type	Date	Num	Due Date	Aging	Open Balance
AJE					
General Journal	06/30/2012	AJE cx			2,646.60
Total AJE					2,646.60
Audit Adjustments 2015					
General Journal	07/01/2017	COLR...			-3,753.00
Total Audit Adjustments 2015					-3,753.00
Farr West Engineering					
Bill	02/02/2018	Inv. 95...	03/04/2018	10	27,798.11
Bill	02/02/2018	9515	03/04/2018	10	5,877.10
Bill	03/02/2018	Invoic...	04/01/2018		22,459.71
Total Farr West Engineering					56,134.92
Home Depot					
Credit	08/12/2017	9292845			-13.48
Deposit	02/02/2018	16400...			13.48
Total Home Depot					0.00
Pape Machinery - POWERPLAN					
Credit	11/26/2014	CM 92...			-6.00
Total Pape Machinery - POWERPLAN					-6.00
POSTMASTER					
Bill	10/31/2017		11/30/2017	104	225.00
Total POSTMASTER					225.00
S.C.O.R.E.					
Bill	07/01/2017	1718-...	07/31/2017	226	8,589.18
Total S.C.O.R.E.					8,589.18
Sierra Booster					
Bill	07/28/2017	350	08/12/2017	214	110.05
Bill	09/25/2017	437	10/10/2017	155	21.00
Bill	12/28/2017	Invoic...	01/12/2018	61	52.25
Bill	01/25/2018	Inv. 593	02/09/2018	33	101.20
Total Sierra Booster					284.50
Sierra Controls, LLC					
Bill	12/31/2017	Invoic...	01/30/2018	43	4,279.28
Bill	02/28/2018	Invoic...	03/30/2018		5,879.70
Total Sierra Controls, LLC					10,158.98
Sierra County Auditor					
Bill	03/01/2018		03/31/2018		1,250.00
Total Sierra County Auditor					1,250.00
Western Hydro Corporation					
Credit	07/02/2014	CM 15...			-299.37
Total Western Hydro Corporation					-299.37
WWW Construction, Inc.					
Bill	02/27/2015	2121	03/29/2015	1081	1,000.00
Total WWW Construction, Inc.					1,000.00
TOTAL					76,230.81

Please make whatever changes you deem necessary.

Please let me know if the City is self-insured and provide the name of the signatories for the last page. I will send a map as exhibit A of the sign location in the morning. I understand if this needs to be approved by the city council at the next meeting please let me know if you should need anything more for your board packet.

Billy Epps
Engineering Technician II
Sierra County Public Works
Phone 530-289-2891
Fax 530-289-2828
bepps@sierracounty.ca.gov

FARR WEST

ENGINEERING

March 20, 2018

City of Loyalton
605 School Street
PO Box 128
Loyalton, CA 96118

Re: Award Recommendation to Hoffman Southwest Corp. for Closed-Circuit Television and Video Sewer Inspection and Cleaning

Dear Council Members:

On March 16, 2018, the bid opening for the **Closed-Circuit Television and Video Sewer Inspection and Cleaning** Project was held at the Farr West Engineering office in Reno, Nevada. Mountain Pipeline TV Inspection and Sealing was the apparent low bidder with a total bid cost of \$77,124.00 and Hoffman Southwest Corp. was the second lowest bidder with a total bid cost of \$83,829.06. The Engineer's Estimate was \$86,000.00. A total of three (3) bids were received.

Farr West Engineering has evaluated Mountain Pipeline's bid and found that it does not comply with the prescribed requirements of the Contract Specifications, and therefore is considered "non-responsive". No evidence of authority to do business in the State of California was provided and the RD 400-6 form was completed incorrectly; as such, Mountain Pipeline TV Inspection and Sealing was disqualified. Farr West then performed a due diligence on Hoffman Southwest Corp., the second lowest bidder, by checking with the California State Contractor's Board, Secretary of State, and the Department of Industrial Relations. A search of the Contractor's Board shows no disciplinary action against Hoffman Southwest Corp. and they are within their licensed limits. A search of the Secretary of State shows that they are in current and good standing. Lastly, a search of the Department of Industrial Relations shows they are registered a Public Works Contractor. Hoffman Southwest Corp. has over 25 years of experience, and as a company, inspects and cleans more than 5,000 miles of sewer lines annually.

Based on a review of their bid and background check, Farr West finds Hoffman Southwest Corp. as being a "responsible" Bidder and we recommend awarding them the Contract. Hoffman Southwest Corp. is a well-known contractor in the industry who has completed numerous projects throughout California and Nevada, and worked with Farr West Engineering in the past. Hoffman Southwest Corp. intend to complete all work on the project (taking no use of subcontractors), has a valid DUNS number, and is registered in the US Government System for Award Management.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Sincerely,



Samantha Stoughtenger
Senior Engineer

BID SUMMARY

City of Loyalton CCTV Sewer Inspection and Cleaning

Bid Opening Location: Farr West Engineering, 5510 Longley Lane

Date: Friday, March 16, 2018

Time: 2:00 PM

Owner: City of Loyalton

Engineer: Lucas Tipton, PE; Farr West Engineering

CONTRACTOR	BASE BID
Mountain Pipeline TV Inspection and Sealing	\$77,124.00
Hoffman Southwest Corp.	\$83,829.06
Nor-Cal Pipeline Services	\$136,683.00

Hoffman Southwest Corp. qualified as the "Best Bid" by submitting a complete and accurate bid submission. The lowest bidder did not provide evidence of authority to do business in the State of California or correctly fill out the RD 400-6 Compliance Statement.

* Base Bid Mathematical Error Correction.

BID OPENING FORM
City of Loyalton
CCTV Sewer Inspection and Cleaning
Friday, March 16, 2018

Bid Opening Location: Farr West Engineering, 5510 Longley Lane, Reno, NV 89511
Date: Friday, March 16, 2018
Time: 2:00 PM
Owner: City of Loyalton
Engineer: Lucas Tipton, PE; Farr West Engineering

				ENGINEER'S ESTIMATE	
Bid Item	Description	Quantity	Units	Unit Price	Total
1	Sewer Line Cleaning	29,520	LF	\$1.30	\$38,376.00
2	Sewer Line CCTV Video	29,520	LF	\$1.20	\$35,424.00
3	Manhole Cleaning and Inspection	81	EA	\$150.00	\$12,150.00
Base Bid Total:					\$85,950.00

				MOUNTAIN PIPELINE TV		HOFFMAN SOUTHWEST		NOR-CAL PIPELINE SERVICES	
Bid Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Sewer Line Cleaning	29,520	LF	\$1.10	\$32,472.00	\$1.30	\$38,376.00	\$2.20	\$2.20
2	Sewer Line CCTV Video	29,520	LF	\$1.10	\$32,472.00	\$1.19	\$35,128.80	\$1.95	\$3.90
3	Manhole Cleaning and Inspection	81	EA	\$150.00	\$12,150.00	\$127.46	\$10,324.26	\$175.00	\$525.00
Base Bid Total:					\$77,094.00		\$83,829.06		\$531.10
* Math Error in Base Bid Total									

				AVERAGE		MEDIAN	
Bid Item	Description	Quantity	Units	Unit Price	Total	Unit Price	Total
1	Sewer Line Cleaning	29,520	LF	\$1.53	\$45,264.00	\$1.30	\$38,376.00
2	Sewer Line CCTV Video	29,520	LF	\$1.41	\$41,721.60	\$1.19	\$35,128.80
3	Manhole Cleaning and Inspection	81	EA	\$150.82	\$12,216.42	\$150.00	\$12,150.00
Base Bid Total:					\$99,202.02		\$85,654.80



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081



Submitted By:

A handwritten signature in blue ink, appearing to read "Jason Walborn".

Jason Walborn | Corporate Office | 23311 Madero, Mission Viejo, CA 92691
949-380-4161 ext. 6212 | jason.walborn@pro-pipe.com
Addendums 1, 2 and 3 are Received and Acknowledged.



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 100000081

Contents

Transmittal Letter	3
About Us	4
Corporate Structure	4
Locations	4
Approach	5
Panoramo Mainline	5
Pipeline Cleaning	9
Overview	9
References	9
City of Las Vegas, NV Panoramo	9
Pima County, AZ	10
City of Phoenix, AZ (Assessment Inspection Services)	10
City of Oceanside, CA	10
City of Los Angeles, CA	10
Personnel Resumes	11
Attachments	14



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

March 16, 2018

City of Loyalton
c/o Farr West Engineering
5510 Longley Lane
Reno, NV 89511

Re: Closed-Circuit Television Video Sewer Inspection and Cleaning

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) is pleased to furnish this proposal for the Closed-Circuit Television Video Sewer Inspection and Cleaning Project as defined in the Bid specifications. Pro-Pipe has more than 25-years of CCTV inspection and today inspects and cleans more than 5,000 miles annually and operates a fleet of new and advanced systems.

Pro-Pipe's camera operators are NASSCO/PACP/LACP/MACP certified and trained/certified in a multitude of field related activities including traffic control, first aid, OSHA 10-hour, Confined Space and more. Pro-Pipe operates Cues & IBAK inspection camera systems, Laser/Sonar profiling, GIS-inspection integration, and various data capture software systems including WinCan, Pipelogix, Granite, and GNET.

Pro-Pipe is committed to helping achieve the City of Loyalton's goals as outlined in this RFP. Should you require additional information please do not hesitate to contact me at (949) 380-4161 ext. 6212 or by email at jason.walborn@pro-pipe.com. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Walborn", is written over a light blue horizontal line.

Jason Walborn
Manager - Business Development
23311 Madero, Mission Viejo, CA 92691
(949) 380-4161 ext. 6212
(714) 476-9534 mobile
Jason.Walborn@pro-pipe.com



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 100000081

About Us

Corporate Structure

Professional Pipe Services (Pro-Pipe) is a division of Hoffman Southwest Corp., a California corporation. Hoffman Southwest Corp (HSW) was founded in the 40's and incorporated in California in 1972. HSW founded the Pro-Pipe division in 1992 to answer the demands of aging municipal pipeline infrastructure. Pro-Pipe, today, inspects over 5,000 miles of pipeline annually throughout the United States and operates numerous cross-bore programs. HSW is owned by Orix Capital Partners, a division of



Orix Group. Orix Capital Partners makes direct controlling equity investments that support growth and performance among established companies throughout North America. This resource enables Pro-Pipe to (A) capitalize on the latest technologies, (B) enable a thriving safety culture, (C) incorporate rigorous quality control measures, and (D) focus heavily on employee training.

Locations

HSW Pro-Pipe corporate offices are in Mission Viejo, CA with primary operations hubs located throughout the U.S., including California, Oregon, Nevada, Arizona, Utah, Colorado, Texas and now establishing operations in the Carolinas. Pro-Pipe is in the process of establishing a branch office in Winston-Salem, North Carolina.

Our Safety Culture

Pro-Pipe has a remarkable safety culture. The company's safety processes incorporate stringent safety measures encompassing numerous disciplines associated with operating on sub-surface infrastructure. The company's culture encourages well-planned processes and company holds quarterly, monthly and daily safety meetings. The quarterly meetings are held at the executive leadership level reviewing trends, incident claims, incident cause/prevention and what can be implemented from a policy and procedural process to further improve the safety culture. Senior managers and technicians, who comprise our branch safety committees, meet monthly for planning and implementation of initiatives uncovered from executive review. Weekly team and daily tailgate meetings are held by each of the project managers and superintendents to cover site-specific items and daily routine items. Attendance is documented, issues are discussed and the activity hazard identification/mitigation process is constantly evolving. *Our goal: an injury-free workplace.*





Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

Approach

Proposed Technologies

Panorama Mainline

Digital Pipeline Scanning utilizing the IBAK Panorama 3D Optoscanner increases the efficiency of CCTV Pipeline Inspection by incorporating the use of two high-resolution digital cameras in the front and rear sections of the housing, with 185° wide-angle lenses, with parallel-mounted xenon flashlights capable of 360° spherical images, enabling the analysis independent of the field inspection.

The Panorama system captures 100% of the entire pipeline interior (360) in less time than conventional video recordation with 6X the digital clarity (high definition) and is delivered with a virtual 3D reader that enables the reviewer or customer to see, in greater detail, 100% of the pipe interior from any angle (you can pan/tilt anywhere, anytime). The flat-view component of the reader enables the pipe interior to be reviewed in a plan-view layout with the ability to perform accurate measurements.

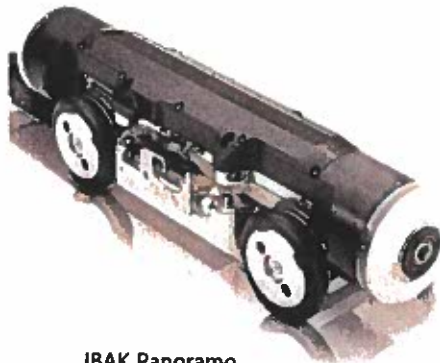
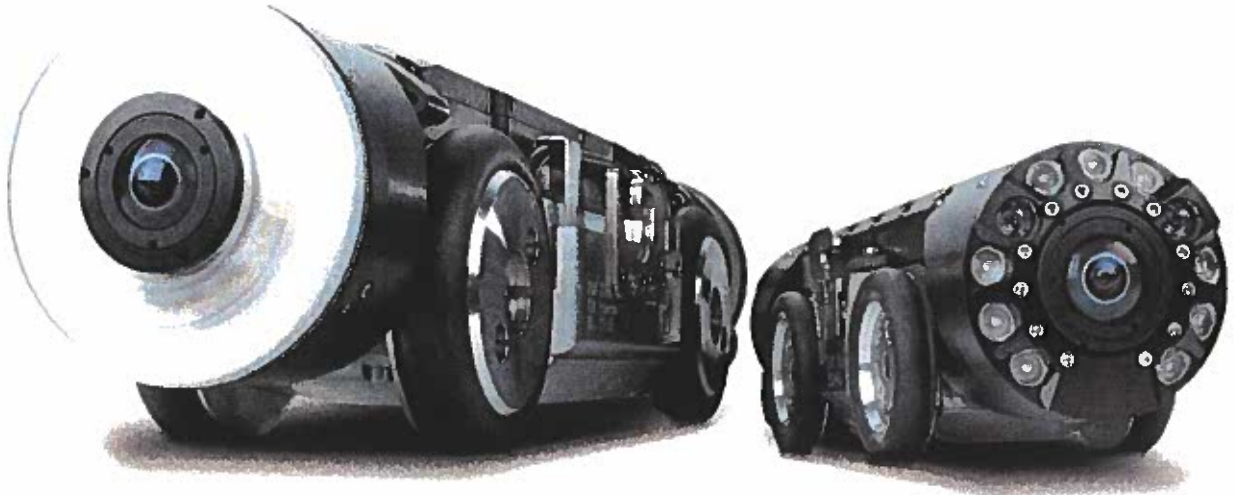
The review, coding, and assessment are performed independently of the inspection. Additionally, the data can be incorporated with GIS, enabling the results to be instantaneously available in a geographic-friendly mode. This system has a record of substantially improving internal operating efficiency by which the assessment performed and utilized. Engineering staff can immediately begin to assess the condition and develop maintenance and rehabilitation programs with better quality.

Pro-Pipe utilizes Pipelogix Software (flexi-data) for all coding, reporting and 360-viewers. 360 - High Definition Manhole Inspections are excellent for design-accurate manhole invert measuring with 3-D virtual video of the entire manhole and delivered via GIS integrated data files. The IBAK Panorama Si enables Pro-Pipe to perform complete optical condition assessment of manholes with high efficiency.

Pro-Pipe uses MACP Certified personnel for all manhole inspections. The Si has the ability to scan a manhole within a 1-minute period, capturing 100% of the entire manhole cavity for review in a virtual 3D reader, which can be utilized in flat-view for measuring inverts, defects, etc. and can be exported as a point cloud to Autocad.



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

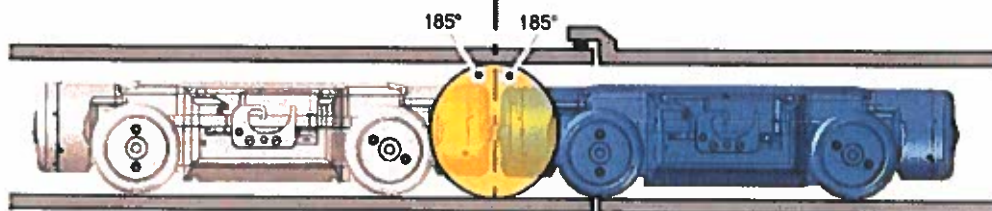


IBAK Panoram



Scissor lift enables inspection
in large diameter pipelines.

The system scans 100% of the pipeline interior in one pass at 70ft/min at more than double the speed of traditional CCTV systems since the operator does not have to stop at each observation. Traditional camera systems operate at 30ft/min.



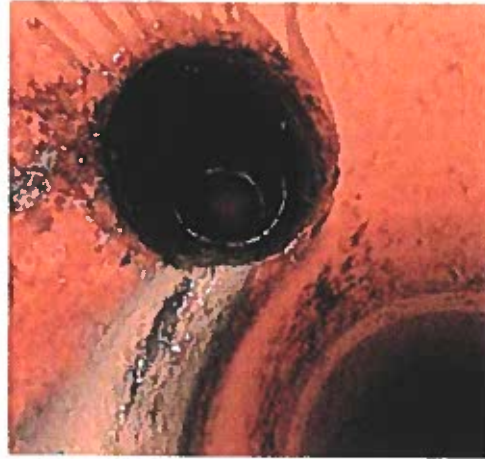
Fixed lenses at each end enable digital stitching. IT IS ESSENTIAL THAT THE DIGITAL SCANNER HAVE BOTH A FRONT AND REAR CAMERA



Hoffman Southwest Corp.
 DBA Professional Pipe Services
 License #761395 DIR# 100000081



Rear Perspective



Forward Perspective

The visual resolution is substantially improved over traditional CCTV. The video file is a free viewer that allows the end user to virtually pan and tilt anywhere inside the pipe. The flat view enables a true comprehensive view at 3,000 lines of vertical resolution and contains an accurate measuring tool. Below is a sample snapshot from **PIPELOGIX** utilized in the data capture and deliverable. Example reports provided in the Appendix are linked to the viewer for quick access.

NASSCO
 PACP Report Access

NASSCO
 PACP Observations

NASSCO
 PACP Header Tab
 (same as on screen text)

The screenshot shows the PIPELOGIX software interface. On the left is a list of observations with a vertical scrollbar. On the right is a video view of the pipe interior. Below the video view is a data entry form.

Observations List:

- 0000 04 ST Start of Survey
- 0000 04 APH
- 0000 04 APH
- 0026 04 J Fracture Longitudinal
- 0071 04 TB Tap Break-in
- 0075 14 CL Crack Longitudinal
- 0076 04 TF Tap Factory
- 0094 54 TB Tap Break-in
- 0107 84 TB Tap Break-in
- 0112 44 CL Crack Longitudinal
- 0113 44 TF Tap Factory
- 0114 44 TF Tap Factory Active
- 0117 74 TF Tap Factory
- 0163 64 TBA Tap Break-in Actv
- 0171 24 TBC Tap Break-in Case
- 0177 64 TF Tap Factory
- 0177 64 TB Tap Break-in
- 0182 14 TB Tap Break-in
- 0210 34 TBA Tap Break-in Actv
- 0220 04 TBA Tap Break-in Actv
- 0220 54 TB Tap Break-in
- 0223 84 TB Tap Break-in
- 0244 54 TBA Tap Break-in Actv
- 0260 84 TB Tap Break-in
- 0277 54 TBA Tap Break-in Actv
- 0293 74 TF Tap Factory
- 0299 84 TB Tap Break-in
- 0310 84 TB Tap Break-in
- 0320 34 APH Manhole
- 0320 34 P1 End of Survey

Data Entry Form:

Counter:

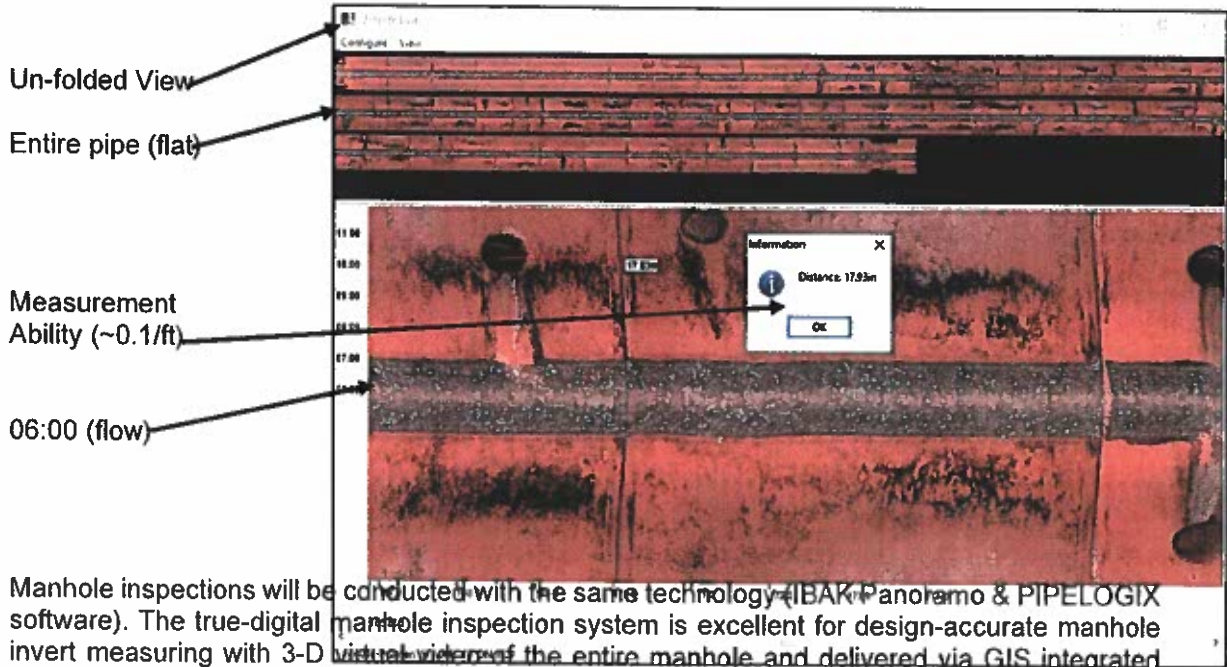
Code:

Flow:

Inch 1:

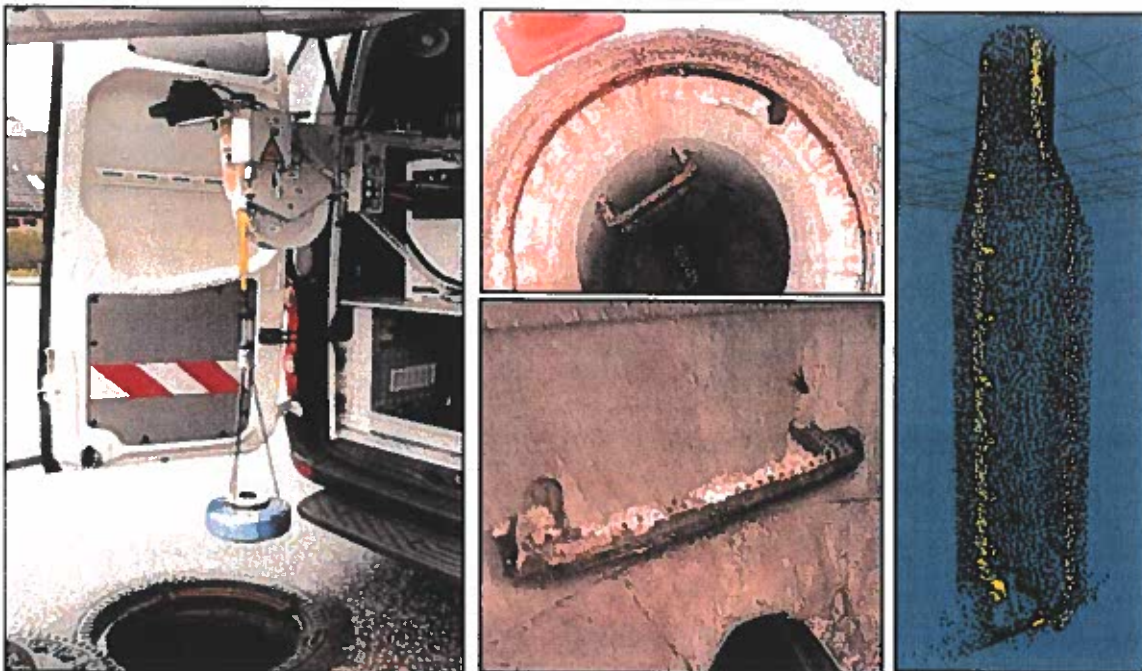
Inch 2:

Remarks:



The Si has the ability to scan a manhole within a 1-minute period, capturing 100% of the entire manhole cavity for review in a virtual 3D reader, which can be utilized in flat-view for measuring inverts, defects, etc. and can be exported as a point cloud to Autocad.

The data is incorporated into GIS the same as the mainline inspection along with NASSCO MACP Level-2 condition reports by MACP certified personnel.





Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

Pipeline Cleaning

Pro-pipe owns and manages a fleet of the latest Hydro-Vac system technology available capable of operating around the clock (24h), 7-days a week. Being a division of Hoffman Southwest Corp, Pro-pipe offers a 24-hour, on call, dispatch service through its Roto-Rooter network allowing adequate response time for any nature of system emergency. Pro-Pipe is capable of cleaning all diameter ranges, which are assessed upon arrival based on quantity of the debris and the condition of the pipe to determine the best type of equipment for the job and exceeding customer expectations.



Experience

Overview

Pro-Pipe provides services from the perspective of a committed, long-term partner and service provider and prides on its industry reputation. Pro-Pipe's dedication to technology and quality has resulted in a successful history throughout the Western United States.

- ↓ 64 years' company history
- ↓ 25 years' division experience
- ↓ 5,000+ miles assessed annually
- ↓ 90 CCTV truck inspection fleet
- ↓ Skilled in GIS integration of pipe condition data
- ↓ Self-performed the largest condition effort in the West US



References

City of Las Vegas, NV Panorama

Date of Service: 2010 to Current (2nd five-year term)

Owner: City of Las Vegas, Nevada

Owner's Address: 495 S. Main Street, Las Vegas, NV 89101

Owner's Representative: Tim Parks

Email: tparks@lasvegasnevada.gov

Business Phone: (702) 229-6276

Description of project or work completed and productivity rate: Pro-Pipe provides condition assessment services contracted with City consultants, currently in our fifth year of service, with over 600 miles of high-definition Panorama pipe scanning to date.





Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

Pima County, AZ

Date of Service: 2010 to Current
Owner: Pima County, Arizona
Owner's Address: 130 W. Congress St., Tucson, AZ 85701
Owner's Representative: Ken Welch
Email: ken.welch@pima.gov
Business Phone: (520) 724-3432

Description of project or work completed and productivity rate: Pro-Pipe provides condition assessment CCTV inspection services for a 750-mile project, currently in our fifth year of service, supporting a highly aggressive rehabilitation program.



City of Phoenix, AZ (Assessment Inspection Services)

Date of Service: 2014 - Present
Owner: City of Phoenix, Arizona
Owner's Address: 200 West Washington Street, Phoenix, AZ 85003
Owner's Representative: Blaine Robinson
Email: blaine.robinson@phoenix.gov
Business Phone: (602) 262-4709

Description of project or work completed and productivity rate: Pro-Pipe has provided Panoramo CCTV inspection services for large diameter assessment through PEC Engineering, City-wide since December 2014 covering approximately 90-miles.

City of Oceanside, CA

Date of Service: 2015 - Present
Owner: City of Oceanside, California
Owner's Address: 300 North Coast Hwy, Oceanside, CA 92054
Owner's Representative: Shaunel Morales
Business Phone: (760) 547-1956

Description of project or work completed and productivity rate: Pro-Pipe has provided High-Definition Panoramo 360 Inspection services for approximately 1,500,000 LF of sewer lines.

City of Los Angeles, CA

Date of Service: 2002 to Present
Owner: City of Los Angeles, California
Owner's Address: 200 N. Spring Street, Los Angeles, CA 90012
Owner's Representative: Barry Berggren
Business Phone: (323) 342-6002

Description of project or work completed and productivity rate: Pro-Pipe provides condition assessment services contracted directly with the City, assessing more than 500 miles annually for 13 years. Total value to date exceeds \$24 million.





Dean Monk
Director of Operations

EXPERTISE

- Siphon Cleaning
- CCTV Inspection Robotics
- Pipe Condition & Rating Software Systems
- Panoramo and Structure Modelling
- Sonar Profiling
- Laser Profiling
- CIPP
- Lateral CIPP

CERTIFICATIONS

- OSHA Confined Space Entry
- OSHO 10-Hour
- NASSCO PACP, MACP, LACP
- Traffic Control
- CPR/First Aid
- MAPS Management Training
- AZDEQ Grade 2 Wastewater Operations Certification

Dean Monk is one of the founders and innovators of Professional Pipe Services, owned by Hoffman Southwest Corporation. Dean began operation of Pro-Pipe in 1992 in Arizona, and today is leading the industry in Arizona, California, Oregon, Utah, Nevada and New Mexico. Dean has extensive experience in managing condition assessment projects and maintenance/rehabilitation services for large, complex infrastructure systems and is dedicated to improving the industry with new technology. Dean oversees thousands of miles of pipeline inspection throughout the West USA, supported by a large, qualified team of managers and technical experts.

KEY PROJECT EXPERIENCE

OCSD On-Call Cleaning/CCTV 2007 - 2011 | Oversee quality control and sourcing advanced technology for cleaning and CCTV crews through various PO's issued by Mike McCusker. Services were performed on more than 150 miles of gravity wastewater infrastructure including sewer mains, trunk mains, siphons, clarifiers, pits, tanks and lift stations. Services included traffic control support, local permitting as needed, and creating customized mechanisms for the sole purpose of cleaning OCSD's unique setups including unique Davit arms, dual-truck cleaning nozzles, and specialty centralizers for spinning cleaning heads.

Pima County Wastewater, Tucson, AZ: 2010 - Current | Dean oversees quality control implementation and senior staff assignment for servicing a 750-mile wastewater system. Services include a fleet of CCTV inspection systems and hydro-vac combination cleaning trucks. Dean was instrumental in deploying an advanced CIPP spot repair system utilizing ultra-violet light technology which has become one of Pima's favored rehabilitation methods.

OCSD CCTV Contract: 2012 - Current | Sourced and deployed Digital 360 Panoramo technology for use on OCSD inspection work orders. Dean made it possible for the inspection effort to use the advanced systems at the same price point as traditional CCTV systems and deployed Panoramo Structure Inspection (Si) technology becoming a favored system by senior OCSD staff.

PROFESSIONAL REFERENCES

Carmelo Martinez, Bureau of Sanitation, City of Los Angeles, CA
(323) 342-6040 Carmelo.martinez@lacity.org

Bob Machen, Pima County Wastewater, Tucson, AZ
(520) 390-8371 Bob.machen@pima.gov



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

Nick Lanoue
Operations Manager

CERTIFICATIONS

- OSHA Confined Space Training
- NASSCO PACP, MACP & LACP
- ATSSA Certified
- AZDEQ Grade 1 Wastewater Collection System Operator

Nick Lanoue started working with Hoffman Southwest Corp. in 2010, quickly rising to the Operations Manager of Pro-Pipe. Nick has extensive experience in managing small to large size wastewater pipeline rehabilitation, gas line cross-bore projects, cleaning and inspections of sewer lines, storm drains, dry wells, irrigation lines and catch basins, using CCTV, sonar, and laser technologies. He has a wide knowledge of potable water, sewer, storm drain systems, treatment plants, job site requirements, and safety/training. Nick is well trained for quick and accurate pipe-condition assessment and implementing decisive action for rehabilitation.

EXPERIENCE

7 -Years with Hoffman Southwest Corp., dba Professional Pipe Services. Nick has over 14-million feet of GIS integrated wastewater mainline inspections on a single project for Pima County Wastewater. Nick's responsibilities include setting procedures and monitoring standards to ensure seamless GIS integration. He is highly experienced with the removal procedures of protruding laterals, fixed deposits, grease and heavy roots for insertion of CIPP using various types of mechanical methods.

Nick is experienced with cross-bore preventative programs, mechanical chain flails, carbine & diamond-tip saw blades for removal of protruding laterals and fixed deposits, grease removal, siphon dewatering, bypass pumping, Hydrovac equipment operations and CCTV inspections, including Cues, Aries, Ibak, Wincan, Pipelogix, Granite and IT Pipes.

PROFESSIONAL REFERENCES

Pima County Wastewater, Tucson, Arizona | Bob Machen
(520)443-6533 Bob.Machen@pima.gov

Southwest Gas, Arizona | Bob Johnson
520-794-6019 bobby.johnson@swgas.com



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 100000081

Chris Clauser
Quality Control Supervisor

CERTIFICATIONS

- OSHA Confined Space Training
- OSHA 10-Hour
- NASSCO PACP, MACP & LACP Certified
- NASSCO PACP, MACP & LACP Certified Trainer

Chris Clauser started with Hoffman Southwest Corp Pro-Pipe division in February 2013 to fulfill a lead role in the quality control department and today is the Quality Control Supervisor for all Arizona based projects and special projects in the Western United States. Chris has more than 5-years in technical oversight, pipeline condition assessment and communications and more than 16-years heavy equipment operations. Chris has extensive experience with multiple software platforms including Granite XP, Pipe Logix, WinCan, POSM, Pinnacle Studio 18, Adobe, Microsoft Office Excel, Microsoft Office Access and ESRI Arc Map Version 10.3. Additionally, Chris has implemented numerous data-scripts in analyzing PACP databases for integration into various software platforms and to function as condition assessment tools. Chris has developed an advanced, interim rating system for manhole assessments until NASSCO released their final MACP rating protocol in 2016.

EXPERIENCE

Bi-Monthly quality control review and distribution of a Hanson database and video library for a 100-mile project in San Antonio, TX (including GIS asset review for integration of missing manholes). Quality control review and final deliverable processing for Sedona Panorama, City of Scottsdale Panorama with Infomaster integration, City of Scottsdale Lateral-Launch Verify Program, City of Phoenix mainline assessment and maintenance programs, City of Oceanside Panorama and GIS processing with Lucity integration, Las Vegas Panorama Data-Management oversight.

PROFESSIONAL REFERENCES

City of Scottsdale, Arizona | Bill Wilson 602-316-4584
Bwilson@scottsdaleaz.gov



Hoffman Southwest Corp.
DBA Professional Pipe Services
License #761395 DIR# 1000000081

Attachments

Please see the attached completed Bidding Documents, Business License, Pricing and DIR Registration Information.

SECTION 00410

BID FORM FOR CONSTRUCTION CONTRACTS

City of Loyalton, Closed-Circuit Television Video Sewer Inspection

TABLE OF CONTENTS

ARTICLE 1 – Bid Recipient.....1
ARTICLE 2 – Bidder’s Acknowledgements1
ARTICLE 3 – Bidder’s Representations2
ARTICLE 4 – Bidder’s Certification.....3
ARTICLE 5 – Basis of Bid.....4
ARTICLE 6 – Time of Completion.....4
ARTICLE 7 – Attachments to This Bid4
ARTICLE 8 – Defined Terms.....5
ARTICLE 9 – Bid Submittal6

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid Is Submitted To:

Matt Brecke, P.E.
Farr West Engineering
5510 Longley Lane
Reno, Nevada 89511

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>February 26, 2018</u>
<u>2</u>	<u>March 1, 2018</u>
<u>3</u>	<u>March 9, 2018</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

City of Loyalton - Sewer Cleaning and Closed-Circuit Television Video Project					
Bid Schedule					
Bid Item	Description	Quantity	Unit	Unit Price	Total Cost
1	Sewer Line Cleaning	29,520	LF	\$ 1.30	\$ 38,376.00
2	Sewer Line CCTV Video	29,520	LF	\$ 1.19	\$ 35,128.80
3	Manhole Cleaning and Inspection	81	EA	\$ 127.46	\$ 10,324.26

TOTAL BASE BID (Items 1-3) PRICE - \$ 83,829.06 (without alternates)

\$ Eighty-Three Thousand Eight Hundred Twenty-Nine Dollars and Six Cents

In Words

Note: Please refer to the sewer system map and Table 1 showing pipe sizes and materials for reference when bidding, which are located in Appendix A of these contract documents.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

The requirements of the State of California Department of Industrial Relations shall apply to this project. The BIDDER is responsible for compliance.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to Liquidated Damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC C-430);
- B. List of Subcontractors required by PCC Section 4104;
- C. Noncollusion Affidavit 00453;

- D. Workers' Compensation Statement 00470;
- E. Evidence of authority to do business in the State of California;
- F. Contractor's License No. : 761395 (may be combined with another attachment);
- G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);
- I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

FAILURE TO PROVIDE ALL ITEMS IN THIS ARTICLE MAY RESULT IN REJECTION OF THE BID.

ARTICLE 8 – DEFINED TERMS

NOT USED

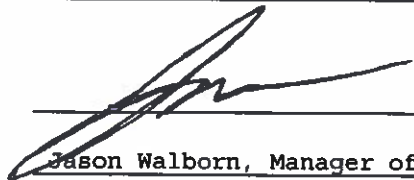
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe)

By:

[Signature]

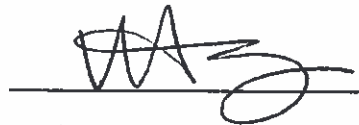


[Printed name] Jason Walborn, Manager of Business Development

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name] Valerie Hendrey

Title: Business Development Administrator

Submittal Date: March 16, 2018

Address for giving notices:

Corporate Office

23311 Madero

Mission Viejo, CA 92691

Telephone Number: (949) 380-4161 ext. 6212

Fax Number: _____

Contact Name and e-mail address: Jason Walborn

Jason.Walborn@pro-pipe.com

Bidder's License

No.: 761395

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Hoffman Southwest Corp. dba Professional Pipe Services
23311 Madero, Mission Viejo, CA 92691

SURETY (Name, and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800, Plymouth, MN 55441

OWNER (Name and Address):

City of Loyaltan
605 School St. P.O. Box 128, Loyaltan, IL 96118

BID

Bid Due Date: March 16, 2018

Description (Project Name— Include Location): Closed Circuit Television Video Sewer Inspection and Cleaning

BOND

Bond Number: Bid Bond

Date: March 16, 2018

Penal sum Ten Percent of Amount Bid \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Hoffman Southwest Corp. dba Professional Pipe Services (Seal)

Bidder's Name and Corporate Seal

By:

Mark Burel
Signature

MARK BUREL
Print Name

PRESIDENT, CEO
Title

Attest:

[Signature]
Signature

Title JENNIFER CLAY, EXECUTIVE ASSISTANT

SURETY

Atlantic Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

William Reidinger
Signature (Attach Power of Attorney)

William Reidinger
Print Name

Attorney-in-Fact
Title

Attest:

Daryl Correa
Signature Daryl Correa

Title Surety Specialist

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

Surety Bond No: Bid Bond

Principal: Hoffman Southwest Corp. dba Professional Pipe Services
Obligee: City of Loyalfon

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

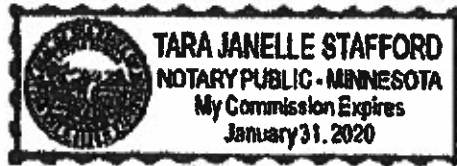
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fourteenth day of October, 2015.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fourteenth day of October, 2015, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Tara Janelle Stafford
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th day of March, 2018



James G. Jordan
James G. Jordan, Assistant Secretary

SECTION 00440

LIST OF SUBCONTRACTORS

Provide information pursuant to Section 4104 of the California Public Contract Code.

Work to be Performed	Percentage of Total Contract	Subcontractor's Name, Address, License Number, and Public Works Registration Number
1. Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) intends to self-perform this scope of work and will not be utilizing subcontractors.		<i>(Subcontractor)</i>
2.		<i>(Subcontractor)</i>
3.		<i>(Subcontractor)</i>
4.		<i>(Subcontractor)</i>
5.		<i>(Subcontractor)</i>
6.		<i>(Subcontractor)</i>
7.		<i>(Subcontractor)</i>

NOTE: Additional numbered pages may be attached if needed.

SECTION 00453

NON-COLLUSION DECLARATION

Per State of California Public Contract Code Section 7106, the following Non-collusion Declaration is to be executed by bidder and submitted with bid.

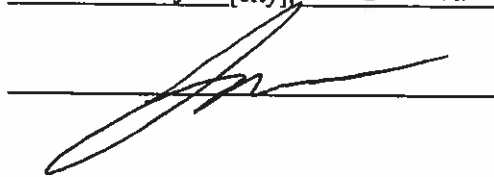
The undersigned declares:

I am the Manager of Business Development of Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 16, 2018 [date], at Mission Viejo [city], California [state]."



Signature

SECTION 00460

EEO COMPLIANCE STATEMENT FORM RD 400-6

This statement relates to a proposed contract with Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe)

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).


According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: March 16, 2018



Signature of Bidder or Prospective Contractor

23311 Madero, Mission Viejo, CA 92691
Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

Hoffman Southwest Corp., dba Professional
Pipe Services (Pro-Pipe)

Organization Name

PR/Award Number or Project Name

Jason Walborn, Manager of Business Development

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

March 16, 2018

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

SECTION 00470
CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION
INSURANCE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Hoffman Southwest Corp., dba Professional Pipe
Services (Pro-Pipe)

Name of Contractor

By: _____

Jason Warborn, Manager of Business Development

Signature of Contractor

Date: March 16, 2018



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 761395

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/13/2017 1:27:02 PM

Business Information

HOFFMAN SOUTHWEST CORP
dba PROFESSIONAL PIPE SERVICE

23311 MADERO
MISSION VIEJO, CA 92691
Business Phone Number: (949) 380-4161

Entity Corporation
Issue Date 04/09/1999
Expire Date 04/30/2019

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

One or more of the classifications on this license may be removed at a future date if the qualifying person is not replaced by 06/05/2017.

Classifications

C36 - PLUMBING
C42 - SANITATION SYSTEM
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100162340

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 800005469 for JASON WILLIAM WALBORN in the amount of \$12,500 with ATLANTIC SPECIALTY INSURANCE COMPANY.

Effective Date: 03/28/2017

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number: WC017954501
Effective Date: 07/13/2016
Expire Date: 07/29/2017
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
HOFFMAN SOUTHWEST CORP.	1000000081	ORANGE	MISSION VIEJO	CSLB:761395 CSLB:290688	Active	06/18/2017	06/30/2018

Kathy LeBlanc

From: Steven C. Gross [gross@PorterSimon.com]
Sent: Thursday, March 15, 2018 11:52 AM
To: Kathy LeBlanc
Subject: RE: draft MA Loyalton Speed signs 03-08-2018

Hi Kathy,

I reviewed the Maintenance Agreement. The only concern I have with the form of the agreement is that in Section 9, the agreement can be terminated by both parties or by the State, but the City doesn't have the right to terminate it. I think the City should have the right to terminate, even it means that we have to remove whatever signs we have in the State's right of way. Other than that the form of the agreement looks fine. I presume that the City is comfortable with the business terms, that is, all of the requirements to maintain the signs that are set forth in Section 4. Finally, you'll have to contact SCORE to get proof of self-insurance to provide to the State.

Let me know if you have any questions.

I intend to work on the ordinance this afternoon. Thanks

Steve



gross@portersimon.com | www.portersimon.com

CONFIDENTIALITY NOTICE: This communication and any accompanying documents are confidential and privileged. They are intended only for the individual(s) named in the address(es). If you receive this communication in error, you are notified that any disclosure, copying, distribution, or use of any action in reliance upon the communication is strictly prohibited. Moreover, any such unauthorized disclosure shall be a compromise of the confidentiality of the information contained herein. If you have any questions, please contact the sender at the telephone number listed below. Thank you.

From: Kathy LeBlanc [<mailto:cityofloyalton@digitalpath.net>]
Sent: Wednesday, March 14, 2018 12:01 PM
To: Steven C. Gross
Subject: FW: draft MA Loyalton Speed signs 03-08-2018

Hi Steve,
Could you please take a look at this and get back to me.
Kathy

From: Billy Epps [<mailto:bepps@sierracounty.ca.gov>]
Sent: Thursday, March 08, 2018 11:32 AM
To: cityofloyalton@digitalpath.net
Cc: Bryan Davey
Subject: draft MA Loyalton Speed signs 03-08-2018