

**City of Loyalton  
 Financial Report  
 As of August 8, 2018**

	Aug 8, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Enterprise Loan MM 0559	272,117.42
<b>General Funds</b>	
General Checking 1956- NEW	159,700.56
General Contingency Saving 0322	129,756.70
<b>Total General Funds</b>	289,457.26
<b>Designated Funds</b>	
WWTP Settlement MM 4321	2,679,444.53
Fire Dept. Reserve 7243	94,646.92
WWTP Construction 1990	2,065.21
Community Dev Block Grant 0059	6,906.82
<b>Total Designated Funds</b>	2,783,063.48
Cash Drawer	450.00
<b>Total Checking/Savings</b>	3,345,088.16
<b>Accounts Receivable</b>	
Accounts Receivable	76,680.87
<b>Total Accounts Receivable</b>	76,680.87
<b>Other Current Assets</b>	
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
<b>Accounts Receivable- Government</b>	
Accounts Receivable (State of C	-40.82
General Accounts Receivable	-600.00
Accounts Receivable- Government - Other	-100.00
<b>Total Accounts Receivable- Government</b>	-740.82
<b>Accounts Receivable- Proprietar</b>	
Reserve for Bad Debt	-188,104.18
Accts Receivable- Late Fees Wat	4,367.36
Accts Receivable- Late Fees Sew	11,150.76
Sewer Ent. Accounts Receivable	76,577.64
Water Ent. Accounts Receivable	
Reconnect fee	-857.58
Water Ent. Accounts Receivable - Other	37,186.88
<b>Total Water Ent. Accounts Receivable</b>	36,329.30
<b>Total Accounts Receivable- Proprietar</b>	-59,679.12
<b>Total Other Current Assets</b>	223,267.44
<b>Total Current Assets</b>	3,645,036.47
<b>Fixed Assets</b>	
<b>Fixed Assets</b>	
Construction in Progress	238,826.18
Land	352,112.00
Buildings	1,029,606.34
Improvements	11,667,426.16
Machinery and Equipment	1,348,347.69
Accumulated Depreciation	-4,619,593.00
<b>Total Fixed Assets</b>	10,016,725.37
<b>Total Fixed Assets</b>	10,016,725.37
<b>TOTAL ASSETS</b>	13,661,761.84

**City of Loyalton  
 Financial Report  
 As of August 8, 2018**

	Aug 8, 18
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	33,081.80
<b>Total Accounts Payable</b>	33,081.80
<b>Other Current Liabilities</b>	
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	27,775.91
Due to General Fund	-30,000.00
Accrued Bond Interest Payable	59,544.70
<b>Accrued Payroll</b>	
Propriety Accrued Payroll	
Water Ent. Accrued Payroll	132.51
Sewer Ent. Accrued Payroll	335.51
<b>Total Propriety Accrued Payroll</b>	468.02
Governmental Accrued Payroll	5.67
<b>Total Accrued Payroll</b>	473.69
Customer Deposits	200.00
<b>Payroll Liabilities</b>	
Employee Liability Deductions	-1,861.22
State Taxes	132.78
Federal Taxes	-284.23
Payroll Liabilities - Other	9,453.49
<b>Total Payroll Liabilities</b>	7,440.82
<b>Total Other Current Liabilities</b>	371,915.83
<b>Total Current Liabilities</b>	404,997.63
<b>Long Term Liabilities</b>	
John Deere Credit Payable 70422	-0.03
John Deere Credit Payable 5215	21,284.56
<b>Bonds Payable</b>	
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
<b>Total Bonds Payable</b>	5,153,229.00
<b>Total Long Term Liabilities</b>	5,174,513.53
<b>Total Liabilities</b>	5,579,511.16
<b>Equity</b>	
Unassigned (Fund Equity)	199,791.14
Reserved Funds	32,967.98
Invested in Fixed Assets	4,956,179.67
Unreserved Fund Balance	2,565,683.08
Net Income	327,628.81
<b>Total Equity</b>	8,082,250.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	13,661,761.84

**City of Loyaltan**  
**Income & Expenses**  
 July 1 through August 8, 2018

	Jul 1 - Aug 8, 18
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Building Permits	99.00
Donations	50.00
<b>Taxes &amp; License Revenue</b>	
Sales & Use	4,551.92
License & Permits	50.00
<b>Total Taxes &amp; License Revenue</b>	4,601.92
<b>Intergovernmental - Federal</b>	
USDA Grant	403,687.25
<b>Total Intergovernmental - Federal</b>	403,687.25
<b>Intergovernmental - State</b>	
Road Maintenance & Rehab	668.71
Highway Users Tax	
2103 (Gas Tax)	264.46
2105	300.77
2106	498.59
2107	397.44
2107.5	1,000.00
<b>Total Highway Users Tax</b>	2,461.26
<b>Total Intergovernmental - State</b>	3,129.97
<b>Charges for Current Services</b>	
Copies & Faxes	20.00
Rent Income	
Social Hall	65.00
Rent Income - Other	1,800.00
<b>Total Rent Income</b>	1,865.00
Service Area Revenue	10,000.00
<b>Total Charges for Current Services</b>	11,885.00
<b>Revenue Use of Money &amp; Property</b>	
Interest Income	415.73
Revolving Loan	1,224.21
<b>Total Revenue Use of Money &amp; Property</b>	1,639.94
<b>Total Income</b>	425,093.08
<b>Gross Profit</b>	425,093.08
<b>Expense</b>	
Finance Charge	97.52
<b>Small Tools &amp; Equipment</b>	
Safety	1,658.28
Small Tools & Equipment - Other	4,193.25
<b>Total Small Tools &amp; Equipment</b>	5,851.53
Repairs & Maintenance	1,837.47
<b>Utilities</b>	
Internet - Broadband	109.00
Electric	10,542.74
<b>Total Utilities</b>	10,651.74
Equipment Repair & Maintenance	7,396.54
<b>Salaries and Wages</b>	
Workers Comp.	4,483.90
Payroll Tax Expense	798.47

City of Loyaltan  
Income & Expenses  
July 1 through August 8, 2018

	Jul 1 - Aug 8, 18
Payroll Expense	
Part Time Wages	4,761.82
Payroll Expense - Other	5,666.87
Total Payroll Expense	10,428.69
Total Salaries and Wages	15,711.06
Employee Benefits	
Nationwide City	150.33
Health Insurance	509.34
Total Employee Benefits	659.67
Services and Supplies	
Postage	312.63
Advertising	112.50
Bank Service Charges	61.21
Contracted Services	
Professional Fees	1,532.50
Testing	514.00
Contracted Services - Other	5,159.82
Total Contracted Services	7,206.32
Dues and Subscriptions	150.00
Insurance	
Liability Insurance	19,464.31
Property Insurance	15,736.18
Insurance - Other	1,241.98
Total Insurance	36,442.47
Office Expense	644.41
Operating Supplies	6,394.44
Telephone	248.65
Travel	100.00
Services and Supplies - Other	3,586.11
Total Services and Supplies	55,258.74
Total Expense	97,464.27
Net Ordinary Income	327,628.81
Net Income	327,628.81

City of Loyalton  
Bills Paid

As of August 8, 2018

Type	Date	Num	Name	Memo	Paid Amount
<b>Enterprise Loan MM 0559</b>					
Check	07/31/2018			Service Charge	-2.00
Total Enterprise Loan MM 0559					-2.00
<b>General Funds</b>					
<b>General Checking 1956- NEW</b>					
Bill Pmt -Check	08/07/2018		Hach Company	QuickBooks generated zero amount transaction f...	0.00
Check	07/31/2018			Service Charge	-2.00
Liability Check	07/12/2018	EFT	Employment Development De...	69817369 PPE 06.23.2018 (J. Marsh)	-3.56
Liability Check	07/12/2018	EFT	US Treasury-941	94-6000364 PPE 06.23.2018 (J. Marsh)	-148.44
Liability Check	07/12/2018	EFT	Employment Development De...	69817369 PPE 07.07.2018	-11.53
Liability Check	07/12/2018	EFT	US Treasury-941	94-6000364 PPE 07.07.2018	-706.98
Liability Check	07/12/2018	EFT	Employment Development De...	69817369 PPE 07.07.2018	-0.28
Bill Pmt -Check	07/13/2018	EFT	Nationwide	PPE 07.07.2018	-104.78
Liability Check	07/27/2018	EFT	Employment Development De...	69817369 (PPE 07.21.2018)	-13.52
Liability Check	07/27/2018	EFT	US Treasury-941	94-6000364 (PPE 07.21.2018)	-730.80
Liability Check	07/27/2018	EFT	Employment Development De...	69817369 (PPE 07.21.2018)	-0.15
Bill Pmt -Check	07/27/2018	EFT	Nationwide	PPE 07.21.2018	-111.98
Bill Pmt -Check	07/27/2018	EFT	Bank of America	5472064000010235	-9,192.04
Liability Check	08/07/2018	EFT	Employment Development De...	69817369 (PPE 08.04.2018)	-12.75
Liability Check	08/07/2018	EFT	US Treasury-941	94-6000364 (PPE 08.04.2018)	-728.74
Liability Check	08/07/2018	EFT	Employment Development De...	69817369 (PPE 08.04.2018)	-0.28
Bill Pmt -Check	08/07/2018	EFT	Nationwide	PPE 08.04.2018	-108.96
Paycheck	07/13/2018	5108	Cussins, John C		0.00
Paycheck	07/13/2018	5109	Jordan, Keith S.		-1,420.10
Paycheck	07/13/2018	5110	LeBlanc, Katherine L		-710.31
Paycheck	07/13/2018	5111	Smith, Tracy A		-512.48
Bill Pmt -Check	07/13/2018	5112	Keith Jordan	Phone Reimbursement - July 2018	-15.00
Bill Pmt -Check	07/13/2018	5113	United Healthcare Insurance ...	J. Cussins August 2018 Premium - 327802773-1	-254.67
Bill Pmt -Check	07/24/2018	5129	Alliant Insurance Services, Inc.	CRIME0708 / CL142052	-998.98
Bill Pmt -Check	07/24/2018	5130	Intermountain Disposal, Inc.	Account code LOYCI (Invoice 61434)	-141.90
Bill Pmt -Check	07/24/2018	5131	L.N. Curtis & Sons	4-5 GAL pail fire control Class A foam. 10-9.5 X 1...	-611.33
Bill Pmt -Check	07/24/2018	5132	Office Depot	6011 5661 5318 4480	-226.95
Bill Pmt -Check	07/24/2018	5133	PITNEY BOWES INC Purcha...	8000-9000-0953-9911	-125.00
Bill Pmt -Check	07/24/2018	5134	S.C.O.R.E.	2018-2019 Property/Liability Insurance	-2,933.37
Bill Pmt -Check	07/24/2018	5135	Sierra County Auditor	Police Contract-August 2018	-1,250.00
Bill Pmt -Check	07/24/2018	5136	Sierra Environmental Monitori...	LOY-001	-200.00
Bill Pmt -Check	07/24/2018	5137	USA Blue Book	Customer No. 70944, Inv. 620822 (P.O. 6771)	-247.15
Bill Pmt -Check	07/24/2018	5138	Cashman Equipment Company	P.O. 6781(troubleshoot problem, recommended r...	-442.50
Paycheck	07/27/2018	5139	LeBlanc, Katherine L		-138.52
Paycheck	07/27/2018	5140	Marin, Mark J.		-45.72
Paycheck	07/27/2018	5141	Markum, Joy L		-45.72
Paycheck	07/27/2018	5142	Rogers, Nancy R.		-45.72
Paycheck	07/27/2018	5143	Jordan, Keith S.		-1,393.76
Paycheck	07/27/2018	5144	LeBlanc, Katherine L		-743.36
Paycheck	07/27/2018	5145	Smith, Tracy A		-552.65
Bill Pmt -Check	07/24/2018	5146	Alliant Insurance Services, Inc.	VOID: CRIME0708 / CL142052	0.00
Bill Pmt -Check	07/30/2018	5147	Petty Cash (Tracy Smith)	Petty Cash Drawer	-88.77
Bill Pmt -Check	07/31/2018	5148	POSTMASTER	August 2018 Water/Sewer Billing	-94.92
Bill Pmt -Check	08/01/2018	5149	Liberty Utilities		-5,523.93
Bill Pmt -Check	08/01/2018	5150	SVHC- Sierra Valley Home Ce...	1100	-232.89
Bill Pmt -Check	08/01/2018	5151	Verizon Wireless	370745244-000001	-38.01
Bill Pmt -Check	08/07/2018	5152	AT&T CALNET 3		-89.02
Bill Pmt -Check	08/07/2018	5153	Bastian Engineering	Engineering- Groundwater Gradient	-282.50
Bill Pmt -Check	08/07/2018	5154	Feather Publishing	WWTP Operator Worker Ad (Account 00015481)	-26.25
Bill Pmt -Check	08/07/2018	5155	Home Depot	6035322501434199	-58.33
Bill Pmt -Check	08/07/2018	5156	Keith Jordan	Phone Reimbursement - August 2018	-15.00
Bill Pmt -Check	08/07/2018	5157	Ken Morgan	Effluent Pump Failure (Labor & Travel Time) 07.2...	-317.50
Bill Pmt -Check	08/07/2018	5158	L.N. Curtis & Sons		-3,734.66
Bill Pmt -Check	08/07/2018	5159	Plumas-Sierra Telecomm.	Broadband, Account # 37225 (08.01.2018-08.31.2...	-109.00
Bill Pmt -Check	08/07/2018	5160	Plumas Sierra Rural Electric		-5,018.81
Bill Pmt -Check	08/07/2018	5161	Sierra Environmental Monitori...	LOY-001	-314.00
Bill Pmt -Check	08/07/2018	5162	Underground Service Alert	Account 119808-ANNUAL MEMBERSHIP 2018/2...	-150.00
Bill Pmt -Check	08/07/2018	5163	United Healthcare Insurance ...	J. Cussins September 2018 Premium - 32780277...	-254.67
Bill Pmt -Check	08/07/2018	5164	Western Pacific Electric, Inc	18314 New Starter (P.O. 6767) Motor Starter/E. G...	-3,062.50
Bill Pmt -Check	08/07/2018	5165	Hach Company	110811-002	-554.13
Bill Pmt -Check	08/07/2018	5166	O'Reilly Auto Parts	Transaction No. 3661478684 (PO 6775)	-225.27
Paycheck	08/07/2018	5167	Cussins, John C		0.00

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 08/08/18  
 Cash Basis

City of Loyalton  
**Bills Paid**  
 As of August 8, 2018

Type	Date	Num	Name	Memo	Paid Amount
Paycheck	08/07/2018	5168	Jordan, Keith S.		
Paycheck	08/07/2018	5169	LeBlanc, Katherine L		-1,461.32
Paycheck	08/07/2018	5170	Smith, Tracy A		-731.86
Total General Checking 1956- NEW					-536.32
General Contingency Saving 0322					
Total General Contingency Saving 0322					-47,851.64
Total General Funds					-47,851.64
<b>Designated Funds</b>					
WWTP Settlement MM 4321					
Total WWTP Settlement MM 4321					
WWTP Construction 1990					
Check	07/31/2018			Service Charge	-2.00
Check	07/27/2018	1207	General Account 1956	USDA PP66 (B of A Purchases) Reimbursement	-7,261.28
Total WWTP Construction 1990					-7,263.28
Community Dev Block Grant 0059					
Total Community Dev Block Grant 0059					
Total Designated Funds					-7,263.28
<b>TOTAL</b>					<b>-55,116.92</b>

**City of Loyalton**  
**Unpaid Bills**  
As of August 8, 2018

Type	Date	Num	Due Date	Aging	Open Balance
<b>AJE</b>					
General Journal	06/30/2012	AJE cx			2,646.60
Total AJE					2,646.60
<b>Audit Adjustments 2015</b>					
General Journal	07/01/2017	COLR...			-3,753.00
Total Audit Adjustments 2015					-3,753.00
<b>Farr West Engineering</b>					
Bill	08/01/2018	Inv. 10...	08/31/2018		5,159.82
Total Farr West Engineering					5,159.82
<b>Home Depot</b>					
Credit	08/12/2017	9292845			-13.48
Deposit	02/02/2018	16400...			13.48
Total Home Depot					0.00
<b>Pape Machinery - POWERPLAN</b>					
Credit	11/26/2014	CM 92...			-6.00
Total Pape Machinery - POWERPLAN					-6.00
<b>S.C.O.R.E.</b>					
Bill	07/01/2018	FY19 ...	06/30/2019		29,333.75
Total S.C.O.R.E.					29,333.75
<b>Western Hydro Corporation</b>					
Credit	07/02/2014	CM 15...			-299.37
Total Western Hydro Corporation					-299.37
<b>TOTAL</b>					<b>33,081.80</b>

**City of Loyalton**  
**Credit Card Detail (B of A)**  
 June 5 through July 4, 2018

Type	Date	Name	Memo	Class	Cir	Split	Debit	Credit	Balance
<b>B of A CC 2646-J. Evans</b>									
Credit Car...	07/04/2018	Bank of America	B of A CC Ann...	General F...	X	Bank Service Charges		25.00	25.00
Bill	07/04/2018	Bank of America	547206357812...			Accounts Payable	25.00		0.00
Total B of A CC 2646-J. Evans									
<b>B of A CC 4046-R. DeMartini</b>									
Credit Car...	07/04/2018	Bank of America	New CC/Annua...	General F...	X	Bank Service Charges		25.00	25.00
Bill	07/04/2018	Bank of America	New Card-Ann...			Accounts Payable	25.00		0.00
Total B of A CC 4046-R. DeMartini									
<b>BofA CC 5732-K. Jordan</b>									
Credit Car...	06/13/2018	Home Depot	5472-06357497...	General F...	X	Small Tools & Equipment		245.76	245.76
Credit Car...	07/04/2018	Bank of America	Service Charge	General F...	X	Finance Charge		2.79	248.55
Bill	07/04/2018	Bank of America	P.O. 6763 (Drill...	Enterpris...		Accounts Payable	245.76		2.79
Bill	07/04/2018	Bank of America	Finance Charge	General F...		Accounts Payable	2.79		0.00
Total BofA CC 5732-K. Jordan									
<b>BofA CC 8784-S. Haywood</b>									
Credit Car...	06/05/2018	Whites Sierra Statio...	5472-0635-779...		X	Fuel		36.80	36.80
Credit Car...	06/05/2018	Whites Sierra Statio...	5472-0635-779...		X	Fuel		56.32	93.12
Credit Car...	06/09/2018	Whites Sierra Statio...	5472-0635-779...		X	Fuel		72.55	165.67
Credit Car...	07/04/2018	Bank of America	Service Charge	General F...	X	Bank Service Charges		5.21	170.88
Bill	07/04/2018	Bank of America	547206357795...	General F...		Accounts Payable	303.23		-132.35
Total BofA CC 8784-S. Haywood									
<b>BofA CC 6111- K LeBlanc</b>									
Credit Car...	06/06/2018	ULINE	USDA PP 66 P...		X	Operating Supplies		1,080.81	1,080.81
Credit Car...	06/07/2018	Grainger	USDA PP 66 P...		X	Operating Supplies		138.27	1,219.08
Credit Car...	06/08/2018	Whites Sierra Statio...	547206357777...		X	-SPLIT-		163.11	1,382.19
Credit Car...	06/09/2018	Northern Tool & Equ...	USDA PP 66 P...		X	Small Tools & Equipment		341.88	1,724.07
Credit Car...	06/10/2018	Home Depot	USDA PP 66 P...		X	Small Tools & Equipment		1,437.14	3,161.21
Credit Car...	06/11/2018	Transfer Flow Inc.	USDA PP 66 P...		X	Small Tools & Equipment		1,637.61	4,798.82
Credit Car...	06/11/2018	Safetysign.com	USDA PP 66 P...		X	Safety		1,254.27	6,053.09
Credit Car...	06/12/2018	Cole Parmer	USDA PP 66 P...		X	Operating Supplies		432.71	6,485.80
Credit Car...	06/12/2018	Exede WildBlue Vista	Internet Service...		X	Internet - Broadband		66.69	6,552.49
Credit Car...	06/12/2018	Forestry Suppliers Inc	USDA PP 66-P...		X	Small Tools & Equipment		84.69	6,637.18
Credit Car...	06/13/2018	The Pond Guy	USDA PP 66-P...		X	Small Tools & Equipment		359.96	6,997.14
Credit Car...	06/16/2018	Gaia Shasta Hotel	Travel for SCO...		X	Travel for SCORE		167.30	7,164.44
Credit Car...	06/21/2018	Amazon	Paper Towels(s...		X	-SPLIT-		126.55	7,290.99
Credit Car...	06/21/2018	Weebly	2018 Website a...		X	Dues and Subscriptions		300.00	7,590.99
Credit Car...	06/22/2018	UPS	Pavilion Curtain...		X	-SPLIT-		87.15	7,678.14
Credit Car...	06/22/2018	Whites Sierra Statio...	547206357777...		X	-SPLIT-		228.85	7,906.99
Credit Car...	06/22/2018	POSTMASTER	Postage (Pine...		X	Postage		54.20	7,961.19
Credit Car...	06/23/2018	Seton	USDA PP 66-P...		X	Safety		404.01	8,365.20
Credit Car...	06/29/2018	Whites Sierra Statio...	547206357777...		X	-SPLIT-		35.93	8,401.13
Credit Car...	07/01/2018	UPS	HACH Return[...		X	Postage		2.78	8,403.91



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07/30/18

Accrual Basis

**City of Loyaltyon**  
**Credit Card Detail (B of A)**  
 June 5 through July 4, 2018

Type	Date	Name	Memo	Class	Cir	Split	Debit	Credit	Balance
Credit Car...	07/01/2018	Nextiva	Account 20273...		X	-SPLIT-		91.62	8,495.53
Credit Car...	07/04/2018		Service Charge	General F...	X	Finance Charge		94.73	8,590.26
Total BofA CC 6111- K LeBlanc							0.00	8,590.26	8,590.26
<b>TOTAL</b>							<b>601.78</b>	<b>9,059.69</b>	<b>8,457.91</b>

### 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 Water Sewer	09/07/18	1,500.00 4,500.00
General Fund	Enterprise Loan MM 0559 Water Sewer	09/14/18	1,500.00 4,500.00
General Fund	Enterprise Loan MM 0559 Water Sewer	09/21/18	1,500.00 4,500.00
General Fund	Enterprise Loan MM 0559 Water Sewer	09/28/18	1,500.00 4,500.00

**THIS TOTAL**

**\$24,000.00**

This authorization took place at the council meeting held on 8/28/18 and will be further reflected in the council minutes of this meeting.

\_\_\_\_\_  
Authorized Signature

Mark Marin, Mayor, Dated 8/28/18

### Acknowledgement of Approval, City of Loyalton - PP 68

The City of Loyalton acknowledges approval by council vote of the below listed invoice 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.

<b>Name</b>	<b>Date</b>	<b>Invoice #</b>	<b>Amount</b>
Farr West Engineering	08/01/2018	10480	\$5,159.82
HACH	05/29/2018	10979725	\$7,490.34
		<b>THIS TOTAL</b>	<b>\$12,650.16</b>
<b>HACH (Credit to Inv. 1097925)</b>	<b>07/02/2018</b>	<b>2154952</b>	<b>\$3,745.17</b>
<b>REQUESTED REIMBURSEMENT TOTAL</b>			<b>\$8,904.99</b>

This authorization took place at the special council meeting held on 08/28/2018 and will be further reflected in the council minutes of this meeting.

\_\_\_\_\_  
Authorized Signature

Mark Marin, Mayor, Dated 08/28/2018

Cherk

## Ed G. White

By Sharon Elorza



Half of his life Ed White was proud to have been born in Sierraville. That was on October 13, 1901. He was the first born of Cora Ann Dolley and David Galbraith White. The little family lived in the area of Sierraville that was then called Randolph on east Willow Street as did the large Dolley family. There were aunts, uncles and cousins living along the road to Sierraville and on the Blinman ranch across the Lemmon Canyon Road from Campbell Hot Springs.

Cora was the daughter of Amelia Matilda Blinman and Linus Coolidge Dolley who had been married in "Sierra Valley" in 1873. Ed's grandfather Dolley was a man of many endeavors to support his large family of seven children. He raised beef cattle, grew and cut hay, ran a stage line to Truckee, carried the mail over the Yuba Pass and to Johnsville in Plumas County, built and operated a brick general store in downtown Sierraville which is still there, and he was a vice president of the Merchants and Farmers Bank in Reno. Linus Dolley's brother, O.B. Dolley operated a store in Johnsville where Linus met Scotsman David White who was a carpenter at the Jamison Creek Mine. Dave White may have come to the area because his mother's brothers Jim and John McNair were ranching in the middle of Sierra Valley. Dave was introduced to Linus's daughter Cora and after a proper courtship they were married March 7, 1900 in the Dolley family home in Randolph.

Life on Willow Street was happy for Ed, his sister Dolley, and brother George. Their father had a lumber mill and a sash and door factory. About 1903 the family moved into their newly built two story home, which is still there, on the corner of Willow Street and Lincoln Street.

Sierraville, it became the longtime home of the Copren family.

Making a comfortable living was difficult and Ed's father Dave grew more and more dissatisfied with the bitter cold winters in Sierraville. He and Cora decided to move south to San Luis Obispo County where Dave's parents, Jean McNair and George Henry White lived on a ranch

in McMillan Canyon near the town of Shandon. Dave was familiar with the area as he and brother Richard had arrived there in 1882 from the family's home in Campbellton, New Brunswick, Canada. And it was there that the brothers became naturalized citizens in 1888.

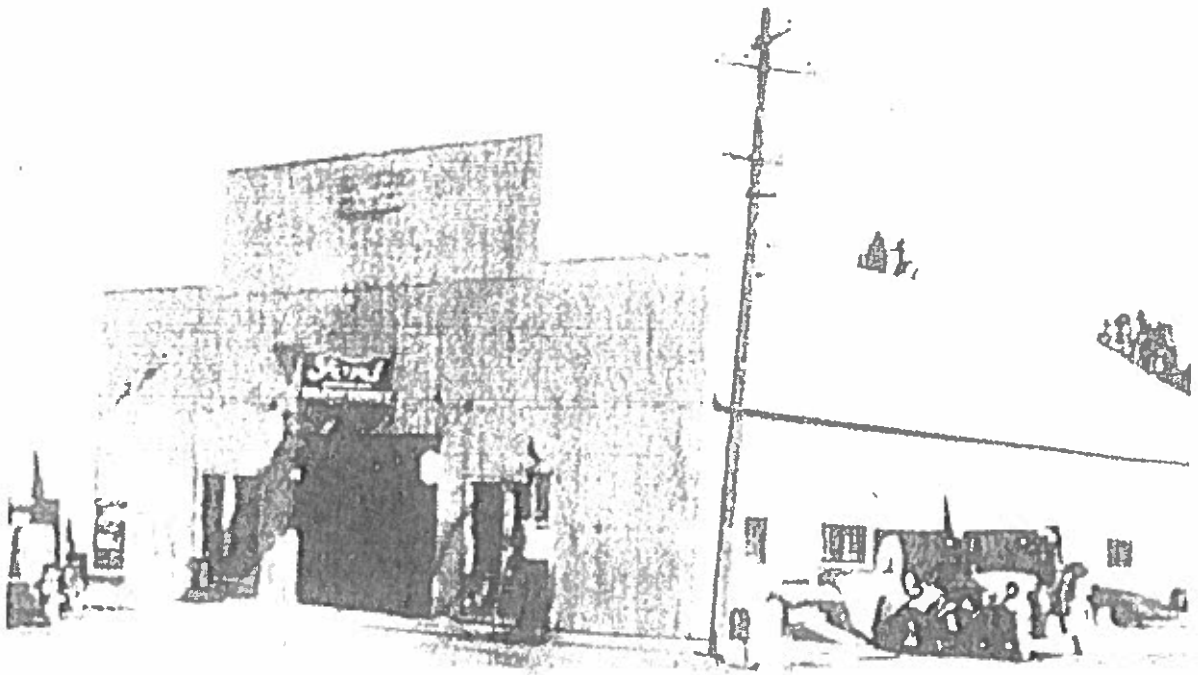


Ed White

Preparations were made to make the move. Belongings were packed, everything was in order, and then tragedy struck. On July 28, 1913 Dave suffered a major stroke, lingered, and died July 30th. Cora carried on. She buried Dave in the Shandon Cemetery and moved her

children there as had been planned. She and the children, 11 1/2 year old Ed, 10 year old Dolley, and 2 year old George settled into a new life, but after a year or so they moved north to Auburn where Cora's family now lived.

Linus Dolley bought Cora a house on Olive Street where she lived raising her family and working in a general store to support them. Son Ed attended Placer Union High School until he quit in his sophomore year. When asked "Why?" in later years he replied "I was too smart." Ed then spent time in Sierra Valley with his bachelor uncles Jim and John McNair. He liked ranching and would have chosen it for his life's work if his wife-to-be had not said "NO".



*Ed's 1st garage in Loyalton, CA.*

Ed C. White (Continued from Page 4) —

During these teenage years of freedom, Ed and a friend, Cyril Gould, embarked on an adventure on bicycles. They rode up the Pacific Coast Highway, saw the ocean, the giant redwoods, the lumber camps and enjoyed themselves. They financed their excursion by working as they went. Upon returning to Auburn, Ed worked for a time for P.G.E Co. His aunt Evelyn Dolley Champion's husband Jack worked for P.G.E and helped him secure this employment. (This could be when Ed decided to try the garage business and one of his McNair uncles loaned him \$1500 in 1923 to open a garage on Main Street in Loyalton. He knew the previous garage had failed. He was determined to succeed. He worked long hours, was thrifty and repaid his uncle in full. While beginning his garage business he lived in the Golden West Hotel with other bachelors who worked in the lumber industry.

Ed made some wise choices early in his business. He chose to sell Ford vehicles, from Model Ts to Thunderbirds, Goodyear tires, Atlas batteries, Standard Oil products, and became an AAA emergency road station.

Now that he was doing well in business he became engaged to Auburn Rechenmacher who had been a stand-out basketball player at Placer Union High School. Their marriage took place September 16, 1924 in her mother's front room with family present. Auburn White later regretted the date chosen as it coincided for years with the opening date of deer hunting season and Ed was often gone hunting on anniversaries. They settled into a one bedroom small house on west Fourth Street in Loyalton that Ed had purchased for back taxes. Eventually the house was remodeled and enlarged to accommodate the addition of their children Roy, Lynn and Sharon. The front yard fence has iron sections which were recycled from the Dolley home in Sierraville. "The White House" was home to Ed and Auburn for 62 years.

(One of Ed's first community concerns was fire protection for Loyalton. He had witnessed many destructive fires during his youth in Sierraville among them his grandfather Dolley's warehouse full of merchandise. He was able to bring together the men of Loyalton and form a volunteer fire department which he headed as fire chief for more than thirty years. To raise funds the fire dept.

## Ed C. White (Continued from Page 5) —

sponsored an annual New Years Eve dance with musicians from Reno and they gave the dancing crowd party hats and noise makers.

Then once a year Ed purchased large Italian tamales from the "Capital Tamale Café" in Sacramento for a "firemen's feed" in appreciation for the men's dedication. When a new source of income was needed, the Fire Dept. staged an auction of donated treasures. It was held on Main Street in front of the Masonic Hall which is now the Assembly of God Church Hall. Many pieces of furniture were donated by the Golden West Hotel which was closing its hotel rooms. Another feature of the auction was the paintings of Loyalton's young artist-in-residence, Leland Cross. This auction has continued and is now sponsored by the Rotary Club.

When the Rotary Club was formed Ed was a charter member and its second president. This group of men began a tradition of giving members nicknames. Ed was the only one whose nickname was his name. Fifty years later he was recognized for 50 years of perfect attendance. His advice at the time was to "miss the second meeting." When Rotary International began awarding its Paul Harris Fellowship award, he was the Loyalton club's first recipient.

In the 1930s Sierra Valley farmers and ranchers joined together to found the Grange at Vinton. Among its earliest members were Ed and his wife Auburn. Their membership continued most of their lives.

alton. They sit in a row on the south side of Beckwith Street still housing Loyalton families.

Sierraville was always special to Ed and so in the 1950s he purchased the land his grandfather Dolley's home had been on. The Dolley two story white Victorian house had burned September 18, 1935 when sparks from a forest fire burning on Randolph hill ignited leaves of its roof. At that time it was owned by William Diltz. Ed enjoyed owning this family land which was mostly meadow. He would pick "Maiden Blush" apples in the fall from the trees planted about 1891 when the home had been built. Owning the land made him a member of the Randolph Water Company which he served as president for many

years. These meetings were held yearly in the home of Carrie Diltz. Eventually Ed built a gas station on the land bordering Highway 89—coming in from Truckee. And across the road from the station he built a cabin to stay in with large picture windows overlooking his meadow.



*The White House in Sierraville. The three people to the right in the photo are Ed White as a child and his parents.*

Following family tradition he joined the Masonic Lodge

as his father and grandfather had done. Then he became a member of the Ben Ali Shrine in Sacramento. He enjoyed the camaraderie of these organizations...they drank and had fun.

Another of Ed's associations was the American Automobile Association or AAA. His garage was an official emergency road contact station. That is why his pickups were specially painted the AAAs colors of blue and golden yellow. This was one of his 50 plus years of service memberships. After he had passed on, AAA honored his

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and presented his children with memory books of the occasion.

He was not easily provoked and when he was he usually concealed it. A glaring exception was the arrival of a very nice gold mantel clock marking fifty years of selling Standard Oil products. He thought it cheap and inappropriate and left it in the box. That clock now tells time on his daughter's mantel and is regarded as a treasure of the past.

Around 1949 when the Sierra Plumas Joint Unified School District was created, Ed branched out into running school buses. The first run was from Sierraville to Loyalton. Clarence Bateman drove that bus over unpaved Newman Point and battled the winter mud. Mr. Bateman lost the job because he was principal of Loyalton High School and the school board ruled he had to be at school earlier and later than the bus schedule. Other routes to Chilcoot, Beckwourth, and Sierra Brooks were added as needed. Some of the early drivers, before the buses were turned over to Ed's sons Roy and Lynn, were Alfred Kitchen, Pete and Roma McElhenny and Thelma Weathers.

School buses were first purchased from Gillig in Hayward, California. Later he flew to Oklahoma and Georgia to drive the new buses to Loyalton. Boarding the airplane, his carry-on bag was very heavy. It contained tools he might need for repairs on the trip home. Finally he realized the need for a shelter for the fleet of school buses

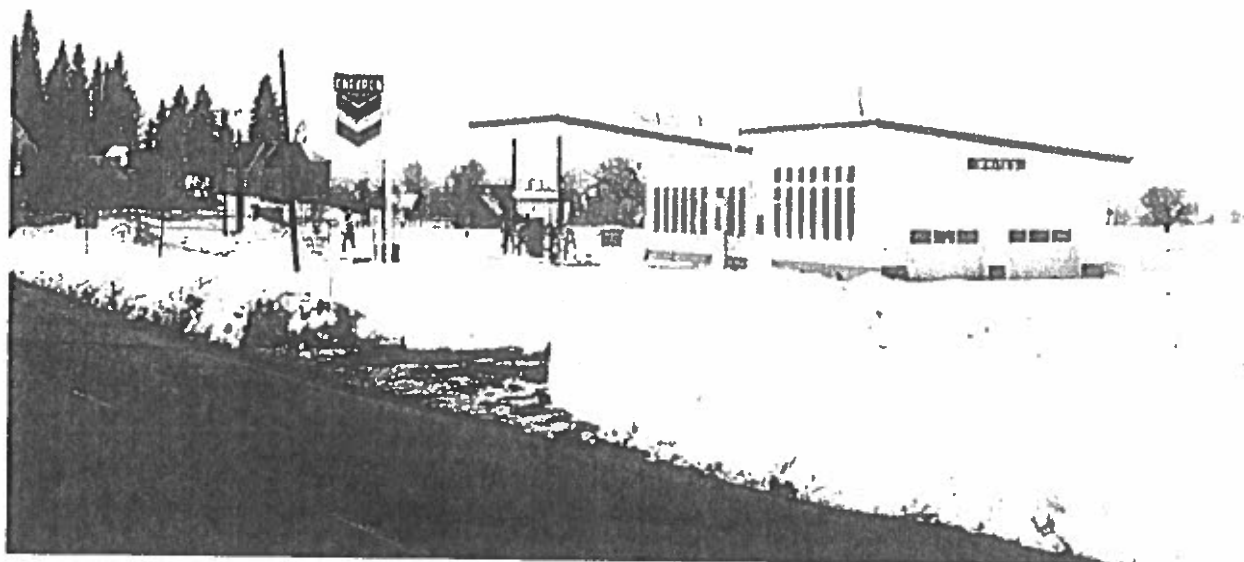
and he had the "bus barn" built on the rounded corner of Beckwith Street in Loyalton. The exterior support poles were welded by Tom Fowler to large truck wheels that were buried. Then Ed sprinkled California poppy seeds to improve the landscape.

Loyalton needed a hospital. The community wanted a hospital and so did the Clover Valley Lumber Co. and the Sierraville Lumber Co. A group of men from these concerns began working together to accomplish the task. Ed was elected president of the board of directors. The small hospital was built and served the valley well for many years before it was enlarged to include a skilled nursing facility.

For several years in the 1950s Ed became a "city farmer." He leased fields to grow grain and hay. Mike Dawson was his partner in this endeavor. Ed had the vacant "Island School" building moved to the edge of Loyalton from its original location on Dyson Lane. He used the interior to store grain processed by Bob Fable and added lean-to sheds around three sides of the old school building to store bales of hay and to shelter his small herd of cows. After the cows were sold, one of the lean-to s was used to demonstrate to the community that a local TV cable company, if formed, could bring TV to town...and that's what happened.

For many years Ed was an undercover Sierra County deputy sheriff courtesy of longtime Sheriff Dewey

Ed G. White (Continued on Page 8) —



# The Sierran

Sierra County Historical Society  
P.O. Box 260  
Sierra City, California 96125

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Johnson. It is unknown if he ever exercised this authority.

Loyalton's main street post office building was a collaboration of Ed and "his" carpenter Forest McMahan of Sierra City. The pair also constructed the combined city hall-fire house by the railroad tracks, both in 1968. The previous too small fire house is now used by the Senior Citizens. Outside the city hall-fire house is a plaque mounted on a large boulder commemorating Ed's service to the community. Then mayor, Milton Gottardi, deserves the credit and thanks for this fitting memorial.

Downieville's respected citizen-author James Sinnott often dropped in on Ed at the gas station in Loyalton to obtain old pictures from Ed's collection for the book "Sierra Valley-Jewel of the Sierras" that was published in 1976. They spent enjoyable time together remembering old times and old timers.

It was a care flight helicopter that carried Ed out of Sierra Valley February 22, 1986 to a large hospital in Reno where he passed on. His ashes were brought back and he now rests out in Sierra Valley where his heart always was.

## Annual Meeting - September 14, 2008

You're invited to attend the Sierra County Historical Society 2008 Annual Meeting -

- September 14, 2008 at 1 pm.
- Lagomarsino Cabin in Sierra City
- Bring your own lunch
- Dessert and Beverages will be supplied

Hope to see you there!

## Volunteers Wanted

The Kentucky Mine Museum and Sierra County Historic Park in Sierra City is open for the 2008 season and we need your help. No special training is required. We will train and value you as a volunteer.

Please call 862-1310 or visit the Kentucky Mine





**MASTER SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LOYALTON  
AND  
FARR WEST ENGINEERING  
FOR  
PROFESSIONAL SERVICES**

**August 21, 2018**

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THIS IS AN AGREEMENT effective as of August 21, 2018 ("Effective Date") between The City of Loyalton ("Owner) and Farr West Engineering ("Engineer").

Engineer agrees to perform those basic services described in separate written task orders signed by Owner and Engineer (the "Services"). This Agreement provides the terms, obligations and conditions which shall control all work. Unless modified in writing by both parties, duties of Engineer shall not be construed to exceed those services specifically described in each task order. In the event work is authorized prior to the issuance of a written task order, any services performed by Engineer will be presumed to have been completed under the terms of this Agreement. This Agreement is non-exclusive and Owner may contract with other engineering and or design professionals, at its sole discretion, to provide services to it.

Owner and Engineer agree as follows:

#### **ARTICLE 1 – SERVICES OF ENGINEER**

##### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

#### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

##### **2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit A. Compensation for "time and materials" method of payment shall be in accordance with Exhibit C, "Rate Schedule." No payment shall be allowed for unless specifically described in Exhibit A. The Rate Schedule shall be reviewed January 1 of each year this Agreement is in effect and Engineer may request Owner to approve equitable changes in the compensation payable to Engineer. If approved by owner, adjusted standard hourly rates and reimbursable expenses will become effective on that date and will be noticed by inclusion with the first statement of the year. For any active Task Orders, the compensation amount at the time of the signature date will not change. Engineer shall not be entitled to any additional compensation for work incidental to the design, for any design clarification, or for changes resulting from errors or omissions by the Engineer or any subcontractor of Engineer.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

#### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

##### **3.01 Commencement**

- A. Engineer shall begin rendering services promptly as of the Effective Date of the Task Order.

##### **3.02 Time for Completion**

- A. Engineer shall diligently pursue without interruption or delay and complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable and shall be included in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, may be adjusted equitably at the Engineer’s request and the Owner’s written agreement.

- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably as mutually agreed in writing by Engineer and Owner.
- D. Owner shall endeavor to make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure. Engineer shall not be held liable for delays caused by factors beyond its reasonable control.

#### ARTICLE 4 – INVOICES AND PAYMENTS

##### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit A, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 30 days of receipt.

##### 4.02 *Payments*

- A. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and funds are available for the Project, then:
  - 1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

#### ARTICLE 5 – OPINIONS OF COST

##### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

##### 5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

#### ARTICLE 6 – GENERAL CONSIDERATIONS

##### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

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circumstances at the same time and in the same locality where the Project is located. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is solely attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement. Engineer shall not be entitled to additional compensation for the work of any Consultants.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Federal, State, and local Laws and Regulations at the time that the scope of work is substantially completed. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition or later) unless both parties mutually agree to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- K. The Owner's review, approval or acceptance of, or payment for, the Services required under this Agreement shall not be construed to operate as a release or waiver of any rights of the Owner under this Agreement or of any cause of action arising out of Engineer's performance of this Agreement, and Engineer is responsible to the Owner for all damages to the Owner caused by Engineer's performance of any of the Services under this Agreement.
- L. Engineer shall maintain all of its records related to the Project for a minimum of five (5) years from the date of final payment. Engineer shall permit Owner or its representatives to review all Project related records.

- M. Engineer agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the use of the experience, knowledge or work product produced as a result of this Agreement for the benefit of the party whose interests may be adverse to that of the Owner. Engineer agrees that it will not undertake work in which a conflict of interest may arise for a period of 2 years after the date of execution of this Agreement without first exploring the nature of the work and other potential conflict of interest with the interest of the Owner or potential disadvantageous results of the undertaking or use of the Owner's work products. If the Owner reasonably determines that there could be a conflict of interest or will be a conflict of interest, Engineer agrees not to undertake such work or to offer to perform such work until the issue has been resolved by the parties.

6.02 *Design without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall defend, indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any reuse or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner and its elected and appointed officials and employees and agents to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall deliver to the Owner an endorsement to each applicable general liability insurance policy evidencing that Owner has been listed as additional insured. Such endorsement shall be furnished prior to commencement of Engineer's Services and at renewals thereafter during the life of this Agreement.
- B. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 6.03 of the "Standard General Conditions of the Construction Contract" (No. C-700, 2013 Edition, or later) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Engineer shall each deliver to the Owner a certificate of insurance evidencing the coverages indicated in Exhibit D. Such certificate shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit D will be supplemented to incorporate these requirements.
- F. Engineer's general liability, automobile and worker's compensation insurance coverage shall be primary with respect to Owner and its elected and appointed officials, employees, and agents. The insurance or self-insurance maintained by Owner shall be in excess of Engineer's insurance and shall not contribute with it.
- G. By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employee to be insured against liability for workers' compensations or to undertake self-insurance in accordance with the provisions of that code, and that Engineer will comply with such provisions before Commencing Services under this Agreement. Engineer shall require each Consultant to procure and maintain workers' compensation insurance for its employees in effect during all work covered by this Agreement.

#### 6.05 *Suspension and Termination*

- A. *Suspension.*
1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
  2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.
- B. *Termination.* The obligation to provide further services under this Agreement may be terminated:
1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

- 1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the State of California.

6.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in



any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit E or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit E. If Exhibit E is not included, or if no dispute resolution method is specified in Exhibit E, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern unless otherwise stated in the Services. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer.*

1. To the fullest extent permitted by law, Engineer shall defend, indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents and employees from and against all claims, actions, suits, costs, losses, and damages for which there is no coverage under Engineer's professional liability insurance policy (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or willful misconduct of Engineer or Engineer's officers, directors, partners, employees, or Consultants.
2. To the fullest extent permitted by law, Engineer shall, indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents and employees from and against, costs, losses, and damages for which there is coverage under Engineer's professional liability insurance policy and none of Engineer's other insurance policies required to be procured and maintained pursuant to his Agreement (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or willful misconduct of Engineer or Engineer's officers, directors, partners, employees, or Consultants. It is understood and agreed that for claims that are professional in nature the Engineer shall have no up front duty to provide a defense for the Owner but shall reimburse the Owner for its reasonable cost of defense to the extent of Engineer's negligence.

B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or willful misconduct of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition, or later):
  - 1. *Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement and each separate written task order signed by Owner and Engineer.
  - 2. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  - 3. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

4. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
5. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
6. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
7. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency executes the Agreement.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits**

- A. Exhibit A, “Task Order.”
- B. Exhibit B, “Owner’s Responsibilities.”
- C. Exhibit C, “Rate Schedule.”
- D. Exhibit D, “Insurance.”
- E. Exhibit E, “Dispute Resolution.”
- F. Exhibit F, “Amendment to Standard Form of Agreement.”

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 11, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties based on the format of Exhibit F to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.
- B. The Engineer's designated representative cannot be changed without the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Loyalton

Engineer: Farr West Engineering

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

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

Print Name: Mark Marin

Print Name: Lucas Tipton, P.E.

Title: Mayor

Title: Principal

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

Date Signed: 08/21/18

Address for giving notices:

Address for giving notices:

City of Loyalton

Farr West Engineering

Box 128

550 Longley Lane

Loyalton, CA 96118

Reno, Nevada 89511

Designated Representative (see paragraph 8.03.A):

Designated Representative (see paragraph 8.03.A):

Mark Marin

Lucas Tipton, P.E.

Title: Mayor

Title: Principal

Phone Number: 530-993-6750

Phone Number: 775-851-4788

Facsimile Number: N/A

Facsimile Number: 775-851-0766

E-Mail Address: cityofloyalton@digitalpath.net

E-Mail Address: lucas@farrwestengineering.com

This is **EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2018.

**Task Order (Template)**

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**Task Order Number: 00**

**Date:**

**Title:**

**Project Description:**

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

**PART 1 – SERVICES**

**PART 2 – COMPENSATION**

**PART 3 – SCHEDULE**

Owner: City of Loyalton

Engineer: Farr West Engineering

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2018.

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

- B.2.01** In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense, to the best of its ability and within financial and budgetary limitations:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
  - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
  - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    - 1. Property descriptions.
    - 2. Zoning, deed, and other land use restrictions.
    - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if not part of Engineer's services.
    - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
  - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
  - E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Exhibit A of the Agreement as required.
  - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.



- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as reasonably required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2018.

<b>Title</b>	<b>Hourly Rate</b>	<b>Title</b>	<b>Hourly Rate</b>
Principal Engineer	\$150	Building Inspector II	\$65
Senior Engineer II	\$150	Building Inspector I	\$60
Senior Engineer	\$140	Designer III	\$115
Engineer IV	\$130	Designer II	\$105
Engineer III	\$120	Designer I	\$95
Engineer II	\$110	GIS Analyst II	\$125
Engineer I	\$100	GIS Analyst I	\$110
Engineer in Training II	\$90	GIS Specialist	\$90
Engineer in Training I	\$85	GIS Technician	\$80
Senior Hydrogeologist	\$140	Water Rights Specialist III	\$150
Hydrogeologist II	\$100	Water Rights Specialist II	\$125
Hydrogeologist I	\$80	Water Rights Specialist I	\$100
Electrical Engineer	\$150	Water Rights Technician III	\$90
Construction Inspector III	\$100	Water Rights Technician II	\$85
Construction Inspector II	\$90	Water Rights Technician I	\$70
Construction Inspector I	\$80	Professional Surveyor	\$130
Project Assistant	\$70	Survey Technician II	\$85
Admin IV	\$90	Survey Technician I	\$70
Admin III	\$80	1 Man Survey Crew	\$125
Admin II	\$65	2 Man Survey Crew	\$165
Admin I	\$55	3 Man Survey Crew	\$240
Intern	\$45	Utility Operator	\$110

**Other Fees and Charges:**

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. Standard vehicles used for travel to meetings, deliveries, etc. will be charged at the current federal reimbursement rate. Trucks used for surveying, mining projects, or other special cases will be charged at \$.075 per mile.
3. A daily rate of \$40 will be charged for field personnel staying overnight to cover meals.
4. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work authorized in advance in writing by the Owner.
5. Different survey and construction inspection labor rates will apply on prevailing wage projects.

Rates for prevailing wage projects will be provided on a case by case basis and shall be the prevailing wage rates established by the State of California and in effect at the time the work is performed.

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 21, 2018.

**Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

**D.6.04 Insurance**

A. The limits of liability for the insurance required by paragraph 6.04 and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |   |                        |
|---|------------------------|
| a. Workers' Compensation:                                     | Statutory - California |
| b. Employer's Liability –                                     |                        |
| 1) Each Accident:   | <u>\$1,000,000</u>     |
| 2) Disease, Policy Limit:                                     | <u>\$1,000,000</u>     |
| 3) Disease, Each Employee:                                    | <u>\$1,000,000</u>     |
| c. General Liability –  |                        |
| 1) Each Occurrence (Bodily Injury and Property Damage):       | <u>\$2,000,000</u>     |
| 2) General Aggregate:   | <u>\$4,000,000</u>     |
| d. Excess Umbrella Liability –                                |                        |
| 1) Each Occurrence:   | <u>\$1,000,000</u>     |
| 2) General Aggregate:   | <u>\$1,000,000</u>     |
| e. Automobile Liability –                                     |                        |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | <u>\$1,000,000</u>     |
| f. Professional Liability Insurance                           |                        |
| 1) Each Claim Made:   | <u>\$2,000,000</u>     |
| 2) Annual Aggregate:  | <u>\$4,000,000</u>     |
| g. Other (specify):   | None                   |

B. Additional Insureds.

1. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
2. The Owner shall be listed on Engineer's general liability policy as provided in paragraph 6.04.A.

This is EXHIBIT E, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 21, 2018.

**Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

**E.6.08 Dispute Resolution**

Owner and Engineer agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights under this Exhibit E or other provisions of this Agreement, or under law.

**Dispute Resolution**

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. The parties shall each pay one-half of the costs for a mediator and otherwise each party shall bear its own costs and expenses of mediation. Mediation shall be conducted in Loyalton, CA, unless the parties agree to conduct it in a different location. If Disputes between Owner and Engineer are not settled by mediation pursuant to this Exhibit E within 90 days of the date of the original notice of dispute from one party to the other party, then the parties may exercise their rights under law. Any matter to be resolved by a court of law shall be filed and maintained in Sierra County, California.

**Task Order**

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**Task Order Number: #01**

**Date:** August 21, 2018

**Title:** 2018 General Services (Project #1503)

**Project Description:** Provide on-call professional engineering services to the City of Loyaltan ("City").

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

**PART 1 – SERVICES**

**Task 1 - Basic Services**

**Objective**

Provide professional engineering services on an on-call basis as requested by the City.

**Approach**

The following approach applies:

- Farr West will respond to requests generated by the City.
- Farr West will attend meetings or make site visits as requested by the City.
- Farr West will develop Scopes of Work for larger projects and generate individual task orders for significant projects as requested by the City.
- Farr West will prepare Contract Documents and Technical Specifications for the bidding of improvement projects as requested by the City.
- Farr West will review product submittals and provide construction engineering as requested by the City.

**Deliverables**

The following will be delivered under this task:

- Monthly status updates and invoices.
- Maps, exhibits, and permit applications.

**Assumptions**

The following assumptions apply:

- Any amendment to the Project budget will be executed in writing between the City and Farr West with Exhibit F of the Master Services Agreement.
- A new General Services Task Order shall be executed every year.

**PART 2 – COMPENSATION**

The City of Loyaltan shall pay Farr West on a time and materials basis, including travel, not to exceed Ten Thousand Dollars (\$10,000.00). Hourly rates and other expenses shall be in accordance with Exhibit C of

the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

Task 1	Basic Services	\$10,000
	<b>TOTAL:</b>	<b>\$10,000</b>

**PART 3 – SCHEDULE**

The following is a *proposed* schedule to be used as a general guideline only.

Notice to Proceed: August 22, 2018

End of Contract: June 30, 2019

Owner: City of Loyalton

Engineer: Farr West Engineering

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

By: Lucas Tipton

Print Name: Mark Marin

Print Name: Lucas Tipton, P.E.

Title: City Mayor

Title: Principal

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

Date Signed: 08/21/18

## **Task Order**

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**Task Order Number: #02**

**Date:** August 21, 2018

**Title:** Cleanup and Abatement Order (CAO) Scoping, Analysis, and Reporting

**Project Description:** Provide professional engineering services to the City of Loyaltyon ("City") related to the review, implementation, monitoring, and reporting on the Cleanup and Abatement Order # R5-2013-0700 issued to the City on February 28, 2013, and (by extension of the CAO) the Waste Discharge Requirements Order No. R5-2009-0108 issued to the City on October 8, 2009.

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

- Task 1 – Project Management
- Task 2 – Status Evaluation of CAO Issues
- Task 3 – Facilitated Discussion with CA RWQCB
- Task 4 – Project Prioritization
- Task 5 – Monitoring and Reporting

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

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

### **PART 1 – SERVICES**

#### **Task 1 – Project Management**

##### **Objective**

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

##### **Approach**

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

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

##### **Deliverables**

The following deliverables will be submitted under this task:

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

### **Assumptions**

The following assumptions apply:

- Project duration will be 11 months.
- Monthly updates will be included with invoices.
- Communication will be through email and telephone.
- Project-related issues will be identified, communicated, and resolved.

### **Task 2 – Status Evaluation of CAO Issues**

#### **Objective**

Examine and report on the status of issues identified by the CA RWQCB in the CAO.

#### **Approach**

Activities under this task will include the following elements:

- Research City records on the status of issues identified in the CAO R5-2013-0700 (CAO).
- Research City records on the status of issues identified in Order No R5-2009-0108 (WDR) which remains current by the terms of the existing CAO.
- Interview City staff, agents, other consultants, and regulators (as needed) to acquire the most current status for issues identified in the CAO.
- Develop and distribute a summary of the current status of issues identified in CAO.

#### **Deliverables**

The following deliverables will be submitted under this task:

- Draft CAO Status Summary (PDF)
- Final CAO Status Summary (PDF and 2 printed copies)

#### **Assumptions**

The following assumptions apply:

- Physical inspection of the WW facilities is not included in this scope of work.
- Evaluation of the specific operational components and mechanical processes (i.e., pumps, motors, blowers, headworks, etc.) of the plant are outside the scope of this work.

### **Task 3 – Facilitated Discussion with CA RWQCB**

#### **Objective**

Assist the City in discussion with the CA RWQCB over potential accommodations and/or reconsiderations to the CAO (including those identified in the 2009 WDR).

#### **Approach**

Activities under this task will include the following elements:

- Develop a targeted list of accommodations/reconsiderations.
- Establish and moderate meeting between the City and CA RWQCB on such accommodations.



- Summarize meeting developments and disseminate to all parties.

#### **Deliverables**

The following deliverables will be submitted under this task:

- CAO accommodations/reconsideration list (PDF)
- Meeting agenda (PDF)
- Meeting minutes (PDF)

#### **Assumptions**

The following assumptions apply:

- Meeting with CA RWQCB is assumed to be a two-hour teleconference.
- Farr West will provide no legal advice or guidance to the City.

### **Task 4 – Project Prioritization of CAO Issues**

#### **Objective**

Provide an updated and prioritized list of CAO issues (including those identified in the 2009 WDR).

#### **Approach**

Activities under this task will include the following elements:

- Assemble all outstanding issues and negotiated accommodations into a single comprehensive list.
- Develop and provide a ranking criterion for addressing the outstanding issues.
- Use ranking criterion for prioritizing issues.
- Provide planning level time and cost estimates to resolve the top 10 highest priority issues.

#### **Deliverables**

The following deliverables will be submitted under this task:

- Ranked listing of CAO issues (PDF and 5 printed copies)

#### **Assumptions**

The following assumptions apply:

- Estimates will be provided for the top 10 issues needing significant engineering design or assessment; for other issues, a range of services and fees required to address the issue will be provided.
- All estimates are at the planning level only and will be based on recent Farr West experience and field information.
- Further analysis of the more complicated issues may require development to arrive at the best resolution; such analysis is outside the scope of this work.

### **Task 5 – Monitoring and Reporting**

#### **Objective**

Submit summary reports addressing CAO issues to the CA RWQCB as stipulated in the orders.

## **Approach**

Activities under this task will include the following elements:

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

## **Deliverables**

The following deliverables will be submitted under this task:

- CAO quarterly progress reports (2018 Q1-4 and 2019 Q1) - 1 Draft and 1 Final per quarter (PDF)
- WDR quarterly monitoring reports (2018 Q3-4 and 2019 Q1) – 1 Draft and 1 Final per quarter (PDF)
- WDR annual monitoring report – 1 Draft and 1 Final (PDF)

## **Assumptions**

The following assumptions apply:

- The City will continue to submit the monthly monitoring reports required per the WDR.
- All quarterly reports are due to the CA RWQCB on May 1<sup>st</sup> for Q1, August 1<sup>st</sup> for Q2, November 1<sup>st</sup> for Q3, and February 1<sup>st</sup> for Q4.
- The CAO 2018 Q1 and Q2 progress reports will be a brief letter to the CA RWQCB stating that the City is working with Farr West to identify and develop a plan of attack for outstanding issues.
- For CAO quarterly progress reports and WDR quarterly monitoring reports: the City shall provide to Farr West all necessary information for the quarterly reports by the 5<sup>th</sup> day of the month preceding the submission deadline (i.e., January, April, July, or October). Draft versions of the quarterly reports will be provided to the City by the 15<sup>th</sup> day of the month preceding the submission deadline. The City will provide review comments on all quarterly reports within 5 business days from receipt. Farr West will submit the finalized quarterly reports to the CA RWQCB (on behalf of the City) by the required submission deadline.
- For the WDR annual report: The City shall provide to Farr West all necessary information for the 2018 annual report by the 4<sup>th</sup> of January. Farr West will provide a draft of the annual report to the City by the 14<sup>th</sup> of January. The City shall provide comments to Farr West by the 20<sup>th</sup> of January. Farr West will submit the finalized annual report to the CA RWQCB (on behalf of the City) by the close of business January 31<sup>st</sup>.

## **Task 6 – Project Contingency**

Project Design Contingency is specifically for additional out-of-scope tasks and time extensions, as may be required, which are unidentifiable at this time nor included in this Scope. This work shall be added at the sole discretion of the City, for fees negotiated on a case-by-case basis. Contingency is set at ten (10) percent of the total of Task 1 through Task 5.

**PART 2 – COMPENSATION**

The City of Loyaltan shall pay Farr West on a time and materials basis, including travel, not to exceed Seventy-Seven Thousand Eight Hundred and Seventy Dollars (\$77,870.00). Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:

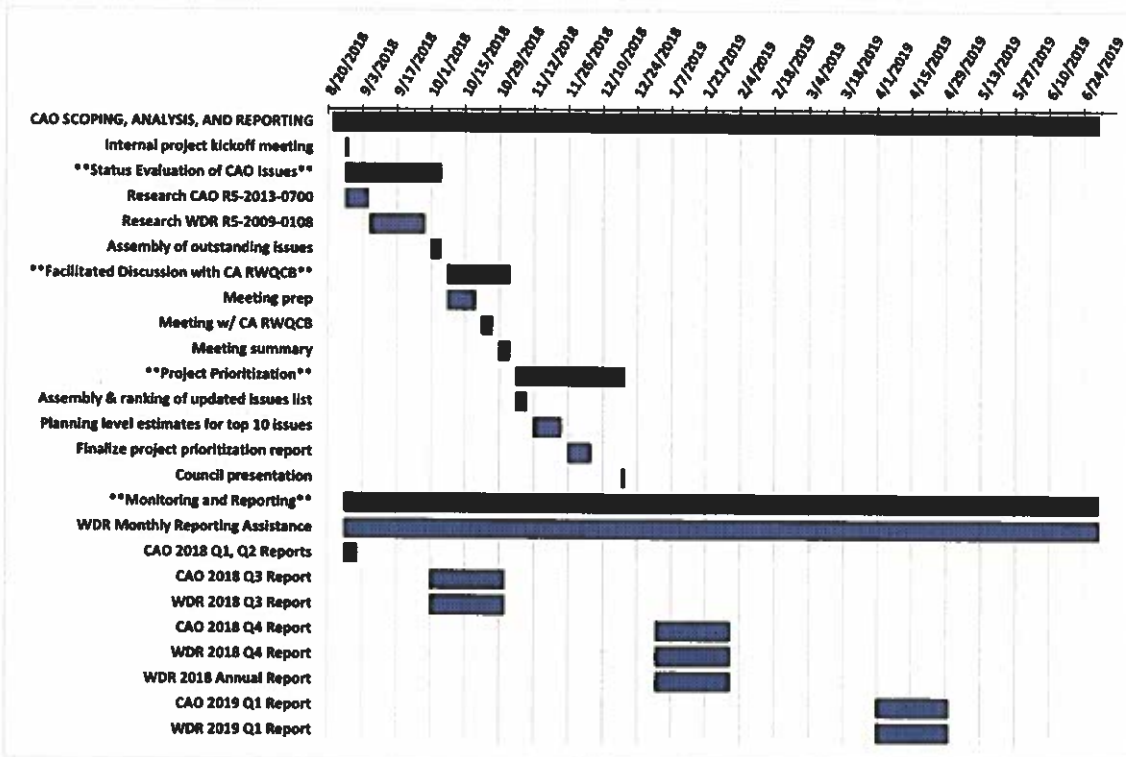
DESCRIPTION		BUDGET
Task 1	Project Management	\$ 14,350
Task 2	Status Evaluation of CAO Issues	\$ 20,350
Task 3	Facilitated Discussion with CA RWQCB	\$ 5,990
Task 4	Project Prioritization	\$ 14,440
Task 5	Monitoring and Reporting	\$ 15,660
Task 6	Project Contingency	\$ 7,080
<b>TOTAL:</b>		<b>\$ 77,870</b>

**PART 3 – SCHEDULE**

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

Notice to Proceed: August 21, 2018

End of Contract: June 30, 2019




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

Owner: City of Loyalton

Engineer: Farr West Engineering

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

By: 

Print Name: Mark Marin

Print Name: Lucas Tipton, P.E.

Title: City Mayor

Title: Principal

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

Date  
Signed: 08/21/18

The City Council, after the close of the public hearing **and provided that written protests from a majority of properties subject to the increased rates has not been received**, will adopt the rates. The rates will not exceed the increases set forth herein. The adoption may not take place at the **(DATE)** meeting if time is needed to verify and count the letters of protest. It may occur at a subsequent Council meeting.

### PROPOSED MONTHLY RATE SCHEDULE

The water base rate will be increased as set forth on the following table beginning on **(DATE)**, and will increase by a maximum of 2% annually subsequent to the initial increase. The final adjustment under this **resolution-schedule** will be implemented no later than July 1, 2023. The City has meters for each connection that have never been read and individual usage has not been recorded. To promote equity of rates, RCAC has recommended meter reading begin on July 1, 2018. After one year or more of consistent recording of usage by connection, an alternative rate structure that includes a lower base rate plus usage charges may be recommended. ~~That or a~~ Any subsequent rate adjustments **that increase rates** will be subject to a Proposition 218 hearing.

### PROPOSED MONTHLY RATE SCHEDULES

Classification	Meter Size	Current Rate	July - June 2018 - 2019	July - June 2018 - 2019	July - June 2019 - 2020	July - June 2020 - 2021	July - June 2021 - 2022	July - June 2022 - 2023
Single Family Residential	3/4"	\$ 32.44	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Residential Out of City Limits	3/4"	\$ 36.09	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Residential Out of City Limits	1"	\$ 40.23	\$ 55.40	\$ 56.51	\$ 57.64	\$ 58.79	\$ 59.97	\$ 61.17
Duplex	3/4"	\$ 64.88	\$ 99.27	\$ 101.25	\$ 103.28	\$ 105.34	\$ 107.45	\$ 109.60
Multi-Family Residential	3/4"	\$ 1,876.68	\$ 2,871.32	\$ 2,928.75	\$ 2,987.32	\$ 3,047.07	\$ 3,108.01	\$ 3,170.17
Trailer Park	3/4"	\$ 259.52	\$ 397.07	\$ 405.01	\$ 413.11	\$ 421.37	\$ 429.80	\$ 438.39
Church	3/4"	\$ 32.44	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Commercial	3/4"	\$ 32.44	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Commercial	1"	\$ 36.21	\$ 55.40	\$ 56.51	\$ 57.64	\$ 58.79	\$ 59.97	\$ 61.17
Schools	2"	\$ 168.30	\$ 257.50	\$ 262.65	\$ 267.90	\$ 273.26	\$ 278.73	\$ 284.30
Schools	4"	\$ 464.66	\$ 710.93	\$ 725.15	\$ 739.65	\$ 754.44	\$ 769.53	\$ 784.92
ARP	2"	\$ 185.54	\$ 257.50	\$ 262.65	\$ 267.90	\$ 273.26	\$ 278.73	\$ 284.30
Government	3/4"	\$ 32.44	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Government - Outside City Limits	3/4"	\$ 36.09	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Government	2"	\$ 168.30	\$ 257.50	\$ 262.65	\$ 267.90	\$ 273.26	\$ 278.73	\$ 284.30
Hospital/Medical Clinic	3/4"	\$ 32.44	\$ 49.63	\$ 50.63	\$ 51.64	\$ 52.67	\$ 53.72	\$ 54.80
Hospital/Medical Clinic	1"	\$ 36.21	\$ 55.40	\$ 56.51	\$ 57.64	\$ 58.79	\$ 59.97	\$ 61.17
Hospital/Medical Clinic	6"	\$ 685.12	\$ 1,048.23	\$ 1,069.20	\$ 1,090.58	\$ 1,112.39	\$ 1,134.64	\$ 1,157.33

In an effort to provide transparency, information will be available as noted at **(LOCATION)** and on **(Web Address)**.

Questions can be directed to Mary Fleming Leslie at 916-549-6338 [mfleming@rcac.org](mailto:mfleming@rcac.org)

**Proposition 218 Notification  
Notice of Public Hearing  
Water Rate Adjustment**

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**Hearing Date and Time:**

**Hearing Location:**

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This letter is to advise you that the City of Loyalton is proposing a water rate adjustment for all users connected to the City water system. The proposal will be considered by the City Council at a Public Hearing on (DATE) at (TIME) at (LOCATION). You are receiving this notice in compliance with the California Proposition 218 requirement that all impacted property owners be mailed notice of proposed rate changes at least 45 days prior to a public hearing.

If you have any questions in regard to this notice, please call Loyalton City Hall, Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m. (closed noon – 1:00 p.m.) at (530) 993-6750.

**BASIS OF PROPOSED RATE ADJUSTMENT**

The City is required by State law and City policy to collect revenues sufficient to fund current and future costs of operating, maintaining and administering the existing water facilities as well as to fund the capital improvements and infrastructure replacement program. These revenues allow the City to protect public health and safety and to reliably convey and treat water. By State law, the City may not collect more revenue than is necessary to recover the costs of providing services. The proposed rates were developed through a comprehensive Water Rate Study designed to meet all legal requirements and fairly and equitably recover the required revenue. The Water Rate Study was prepared by Rural Community Assistance Corporation (RCAC) and provides a detailed explanation of the projected inflationary impact on operating costs and is available for review by the public at City Hall or at (WEB ADDRESS).

**WHY THE CITY OF LOYALTON WATER RATE MUST BE ADJUSTED**

Customer rates are the primary source of revenue to operate the City of Loyalton's water system. These rates generate the revenue to operate the system and invest in necessary upgrades. To continue the City's long tradition of providing reliable water services to our customers, rate increases are necessary to cover increasing operational costs and save for future system replacements and improvements. The City of Loyalton issued \$1,144,600 in certificates of participation on March 1, 2004, through Rural USDA to provide funds for construction of various necessary water system improvements. At that time, a projected rate schedule was developed which included annual incremental rate increases. In an effort to ease the financial burden on the community, not only were the projected annual rate increases not implemented, but a rate decrease was implemented in (2010 verify year). The annual debt repayment for the



funding of the upgrades is \$61,954. In addition to the debt repayment, a Debt Reserve Fund equal to one annual payment is required and a Renewal and Extension Reserve Fund must be funded annually in the amount of \$6,222. The debt payments are current and the required debt reserves have been funded. While the City Council and staff work diligently to contain costs, chemicals, lab testing, utilities and general operating expenses continue to increase annually. Additionally, reserve accounts must be established for long term replacements and improvements to the system infrastructure. The proposed rate adjustment was recommended by RCAC after extensive analysis and alternate adjustment considerations. It is the lowest adjustment that will meet the operating costs of the water system.

### **WHAT STEPS DID THE CITY TAKE TO REDUCE COST BEFORE CONSIDERING INCREASING CUSTOMER RATES?**

The City conducted a comprehensive line by line review of the budgetary expenditures to maximize available resources and reduce operational costs to a minimum. Some of the cost cutting measures included reallocating qualifying repairs and maintenance expenses to be paid from the Renewal and Extension Reserve Fund, folding the recommended Emergency Reserve Fund into the state required Renewal and Extension Fund, reducing recommended annual long term replacement reserves and a comprehensive evaluation of general overhead expenses.

### **RATE ADJUSTMENT HEARING PROCEDURE**

All property owners, water customers of the City and other interested persons are invited to attend the hearing and present written and/or oral comments. As an owner or water customer of record of a parcel subject to the imposition of the proposed rate adjustments, you may submit a written protest against the proposed rate changes. If written protests against the proposed rate adjustment are presented by a majority of the owners of property or water customers subject to the rate change prior to the end of the hearing, the Council cannot approve the change. Only one written protest will be counted per identified parcel.

Written protests must include:

- Your signature and date
- Your name typed or printed under the signature
- The assessor's parcel number or street address of the property; and
- An affirmation that you are the owner or water customer of record of the property

Written protests will not be accepted by e-mail or fax. Verbal protests will not be counted. Protests must be received (not postmarked) prior to the close of the public hearing. Written protests may be submitted to:

#### **Delivered in Person**

City of Loyalton  
605 School Street  
Loyalton, CA 96118

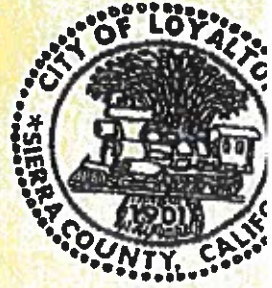
#### **Submitted by Mail**

City of Loyalton  
PO Box 128  
Loyalton, CA 96118



# CITY OF LOYALTON

COUNTY OF SIERRA  
210 FRONT STREET  
PO BOX 128  
LOYALTON, CALIFORNIA 96118  
(530) 993-6750  
FAX (530) 993-6752



OFFICE OF THE MAYOR

## APPLICATION FOR A BUSINESS LICENSE

Name of Owner of Business: Evexia Science LLC  
 Address: 14696 Christie LN (First) LN (Middle) TRUCKEE CA 96161 (Last) Telephone: 206-790-5173  
 Name of Business: Evexia Science  
 Nature of Business: Commercial Cannabis Activity  
 State Contractors License No. N/A Resale License No. X  
 Permanent Location of Business: 706 Main Street Loyalton CA Telephone: 206-790-5173  
96118  
 Is Business a Corporation or Partnership? Yes  No   
 If so, please indicate the name(s), address(s), and title(s) of officer(s) or partner(s):  
Jeffrey J Naughton (President) 14696 Christie LN  
TRUCKEE CA 96161

Annual Gross Receipts from Business \$ < 750,000  
 (The City needs this information to determine the tax due per quarter. See schedule below.)

Date: 7/13/2018  
 Signature: [Signature] Title: President

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

**TAXES** (Section 5.04.220 of Loyalton Municipal Code)  
 All businesses having gross receipts of:

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

Fee received \_\_\_\_\_  
 Date received \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

\* Adult Use Retail, Adult + Medical use wholesale  
 distribution Adult + medical use delivery + Adult + Medical  
 use manufacturing. (Type 12 microbusiness)



SIERRA COUNTY OFFICE OF EDUCATION  
SIERRA -PLUMAS JOINT UNIFIED SCHOOL DISTRICT

P.O Box 955  
109 Beckwith Road  
Loyalton, California 96118

Merrill M. Grant, Ed.D.  
Superintendent

Phone: (530) 993  
FAX: (530) 993  
Email: mgrant@spjus

August 28, 2018

Re: Old Loyalton Middle School Site  
605 School Street  
Loyalton, CA 96118

To Whom It May Concern;

The school site located at 605 School Street in Loyalton, CA 96118 is currently an active site that is utilized for instructional activities for all students enrolled with the Sierra Plumas Joint Unified School District.

If you have any questions or need any additional assistance please do not hesitate to contact me.

Respectfully,



Nona R. Griesert  
Business Manager

Good afternoon Supervisor Beard,

Thank you for contacting me regarding the history on Tahoe Meds (Jeffery Naughton's cannabis delivery service business in the Town). As we discussed, Mr. Naughton has illegally operated a delivery service and cannabis extract manufacturing business in Truckee for a number of years. Though the Town of Truckee is aware of a number of illegal cannabis delivery services, we have not actively enforced upon these businesses. Though we are aware he has been operating both a delivery service and manufacturing business in Town limits; we do not know his exact location. Most of the existing companies appear to be operating out of residences. I did just confirm that his manufacturing business (EvexiaScience LLC) is registered to a residential property located in Truckee. I attached a link to the Secretary of State Statement of Information filing for his business:

<https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=201801010206-23921624>

Last month, we concluded a 2 year community dialogue to determine what, if any, types of cannabis activities would be allowed in Truckee. After much discussion, the Truckee Town Council decided to only allow cannabis delivery services (both recreational and medical cannabis) and to prohibit all other cannabis activities. We just recently adopted permanent land use regulations for delivery services and they are currently in effect.

It appears Mr. Naughton recently stated at a City of Loyalton community meeting that the Town of Truckee somehow kicked him out. This is not an accurate statement. Mr. Naughton has apparently decided to relocate his business to Loyalton because the Town of Truckee is not allowing either dispensaries or manufacturing facilities. Because of these prohibitions, he would not be granted a local license to operate in the Town. The State's newly implemented regulations for commercial cannabis uses require a local license prior to issuance of a State license.

Please feel free to contact me if you have any further questions.

Thank you,

Jenna Gatto

**Jenna Gatto, AICP**  
**Planning Manager**  
Town of Truckee  
10183 Truckee Airport Road  
Truckee, CA 96161  
p: (530) 582-2922  
f: (530) 582-7889



August 25, 2018

Dear City of Loyalton:

I write this letter of recommendation on behalf of Jeffrey Naughton, who has applied for a business license (Exevia Science) in Loyalton. I am deeply honored to have this opportunity to write on behalf of Mr. Naughton, as he is a supremely community-oriented person with a great deal to offer Loyalton. What is more, Naughton has a unique passion for helping neighbors, friends, and family—truly, anyone who needs a hand up. Since I first came to know him several years ago, he has consistently sought out challenging new ways to serve his communities. To do so most effectively, he now realizes he needs to grow his medical cannabis business—in which profession he is already a reliable, compliant, and upstanding leader. In these capacities, and in the various ways detailed below, I can say with confidence that Jeffrey Naughton is an extraordinary human being whom any community would be honored to welcome.

I know Jeffrey primarily as a family friend and through Tahoe Meds. He has been close friends with my brother, Eric Raptosh, for decades. Over the years, I have come to trust Jeffrey as a loyal friend from whom I solicit advice about everything from managing money effectively to becoming a landlord. This past summer, I came to know Jeffrey even better—and in a deeply personal way—when tragedy struck my family. My brother and his husband were in a small plane crash, which killed both the pilot and my brother's husband Peter. My brother was in intensive care for weeks in Renown Hospital in Reno. Jeffrey took the lead in terms of visiting Eric, organizing family and friends' hospital visitations, as well as feeding and caretaking Eric's closest family, by which I mean my daughter and me. As it happened, Jeffrey and I both ended up with power of attorney over Eric; he and I worked in tandem to make sure Eric was getting the best possible care, while at the same time helping out the many friends of Peter and Eric work through the unspeakable grief that inevitably follows such tragedy. Jeffrey shed his tears, of course, but was a bastion of strength moving forward, keeping all of Eric's medical details in order, while managing also to assuage our collective grief and also serve as our generous host. Jeffrey is a joy to be around, to converse and to work with. His sense of compassion is contagious. I will be forever grateful to him that he was able to continue his daily visits to Eric in Renown Hospital once I had to return to Idaho to help my youngest daughter prepare to leave for college.

Jeffrey has keen and wide-ranging curiosities about many subjects, and we have had both formal and informal conversations about everything from hiking trails to tax law. When I was staying at his home in Truckee during my brother's Reno hospital stint, I was able to witness first-hand how well he treats his employees and with how much care he treats his customers. He always makes sure that his customers who are suffering the most get top quality care. He knows the law, the medicine, and is expert in compliance. He already manages a successful and positive cannabis business, which he intends to grow. Indeed, he invented the chemistry for cannabinoid tablets. Talking with Jeff about cannabis medicine is qualitatively different from—and better than—talking to others in the same line of work: He can cite and provide the necessary research data. Simply put, Jeff Naughton knows the industry. In addition to this, he has a degree in Business Administration from The Foster School of

THE COLLEGE  
*of* IDAHO  
*Idaho's Liberal Arts College*



2112 Cleveland Blvd.  
Caldwell, ID 83605  
208.459.5011 (v)  
208.459.5175 (f)  
[www.collegeofidaho.edu](http://www.collegeofidaho.edu)

Business at The University of Washington. So too, he has operated other successful and meaningful businesses, such as Northwest Home Mortgage.

Naughton understands and honors nuances; he is the kind of leader who knows well how to help other people shine—clear evidence that he cares deeply about his fellow human beings. Jeffrey is at his best when he is a member of a team, part of a group focusing on a project that benefits those in most distress. He is a superlative organizer, and he knows how to both care for and empower others.

In short, Jeffrey Naughton is a force. I recommend strongly that you approve Evexia Science's application for a business license in Loyalton. They will be an outstanding addition to the community there.

Sincerely,

Diane Raptosh

Professor of English  
Eyck-Berringer Endowed Chair  
Director, Criminal Justice Studies  
The College of Idaho  
2112 Cleveland Blvd.  
Caldwell, ID 83605  
208-484-7508  
[www.dianeraptosh.com](http://www.dianeraptosh.com)

Kathy LeBlanc

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**From:** Michael Hamby [m.hamby@claimseval.com]  
**Sent:** Sunday, August 26, 2018 1:59 PM  
**To:** 'cityofloyalton@digitalpath.net'  
**Cc:** 'Jeffrey Naughton'  
**Subject:** Letter of Reference, Jeffrey Naughton  
**Attachments:** Naughton\_Jeffrey\_Letter of Reference.docx

**Importance:** High

Hello,

My name is Michael Hamby.

I am the Executive Director for Claims Eval. Our national headquarters are based in Rocklin, CA. **Claims Eval Inc.** is a URAC-accredited Independent Review Organization. We provide Peer Review services to regional and national Workers' Compensation, Disability, Auto, Liability, Group Health, Managed Care Organizations, Employers, Pharmacy Benefit Managers and Medicare Set-Aside providers.

I have known Jeffrey Naughton for over 6 years. For me, it is a great honor to be able to write a letter of reference for Jeffrey.

In the time that I have known him, he built a successful safe access business for patients in Truckee and indeed around the entire state of California. Because of Truckee's unique nature as a tourist destination I know firsthand that he reaches people from all over California. The continue to reach out to him for help, advice, and understanding about cannabinoid medicines.

Because of that success and because of his demonstrated commitment to the science and research of cannabis medicine we have contributed greatly to Jeff's research and development of better dosing forms. Through our business at Claims Eval we know all too well about the over treatment and overuse of opiate pain relievers. Evelina Science's tablet preparations in particular are a legitimate alternative to opiate pain relievers and even to other addictive sleep medications. Tablet zed cannabinoid preparations are a game changer.

I have also experienced firsthand the kindness and compassion that Jeff has for family, friends, neighbors, employees, customers, and downright strangers. Evelina Science and Jeffrey Naughton will be a source of pride for the entire community is short order. He is always hosting a community dinner or organizing groups of people to get them to a community event or fundraiser to help just about any cause.

Jeff is a great businessman as well. We have seen other people enter the cannabis arena with half-baked ideas, poor planning, little to no understanding of the regulatory issues, and too much of other people's money to the point that they seem to be poor stewards of those investments. We have watched Jeff turn down lots of investment offers as we are frequently part of those discussions. He is always primarily protecting the interests of others counseling them to wait until the time and opportunity is just right. Jeff now says the time is now and the place is Loyal ton.

I know this man to do his opportunity homework like no other. If Loyal ton can get this caliber of a person to operate in their community they will be proud and successful. I urge you for both the benefit of Californians who will benefit from tablets and for your own success, to grant Evelina Science its business permit for retail, manufacturing and distribution.

Please reach back to me with any questions. I can be reached thru my work mail ([m.hamby@claimseval.com](mailto:m.hamby@claimseval.com)) or thru my cell (916.709.5121) or office (916797.9997)

Thank you for this opportunity to give Jeffrey a letter of Reference.

Michael Hamby

<attachment, letter of reference, Naughton, Jeffrey>

 Michael Hamby

916-797-9997 Office  
916-709-5121 Mobile  
480-393-5620 FAX  
[m.hamby@claimseval.com](mailto:m.hamby@claimseval.com)  
[claims\\_eval@claimseval.com](mailto:claims_eval@claimseval.com)

**CONFIDENTIAL:** The information contained in this message may be privileged and confidential and protected from disclosure. If the recipient of this message is not the intended, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply email and delete all copies of it from your computer. Please note in the HIPAA Privacy Rule Standards: "A covered entity is permitted to disclose an individual's protected health information as necessary to comply with and to the full extent authorized by workers' compensation law. See 45 CFR 164.512(l)"

Kathy LeBlanc

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**From:** Valeria Kelly [vainbuff@yahoo.com]  
**Sent:** Saturday, August 25, 2018 7:06 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeffrey Naughton's business license application

August 24, 2018

The Honorable Mark Marin, Mayor  
City of Loyalton Council Members  
[CityofLoyalton@digitalpath.net](mailto:CityofLoyalton@digitalpath.net)

My name is Val Kelly and Truckee has been my home since 1977. I am a wife, mother and grandma. I have been employed in health care for over 50 years, working with some of the finest surgeons in the Tahoe area. I am writing to tell you some things about my friend and employer, Jeffrey Naughton.

When my last employer closed his private medical practice four years ago, it was serendipity that led me to my current job with Tahoe Meds and Jeffrey Naughton. As an employer Jeffrey is respectful, organized, kind, generous and a great teacher. He is smart, has years of business experience and a quality education and he knows the science behind marijuana, giving him the ability to be a leader in the up and coming field of cannabis as medicine.

Jeffrey may strike you as a bit of a talker and he may be hard to follow sometimes, but his mind is going a mile a minute forming mathematical calculations, searching for better ways, and solving problems. I believe his most important goal is to provide alternative and safe therapies for people who find pharmaceuticals less effective and in some cases dangerous. I have learned a great deal from Jeffrey and the Tahoe Meds staff. We are a good team.

In addition to Jeff's work with Tahoe Meds he is a true community member. By that I mean that he gets involved. He is a good neighbor, always willing to help when needed, attends fundraising events, enjoys skiing, boating and all



that our area has to offer and he keeps informed on local issues. He likes to have fun too so you will see him dancing at our local's Music in the Park.

I recently attended a Loyalton City Council meeting and met some of your community members. It was great to see firsthand how you work together to address the local issues.

As you know, Jeffrey has filed an application for a business license to bring EvexiaScience to Loyalton. I am asking that you approve his request. This opportunity could bring new jobs to your town as well as new community members. We are a good team!

Thank you for your time and consideration.

Val Kelly PO Box 148

Truckee, CA 96160-0148

530-587-6455 530-563-8095

[valnbuff@yahoo.com](mailto:valnbuff@yahoo.com)



Karrie L. Melero  
PO Box 135  
Tahoma, CA 96142  
(530) 386-1376  
Email: karrie.melero@yahoo.com

August 24, 2018

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

Email: [Cityofloyalton@digitalpath.net](mailto:Cityofloyalton@digitalpath.net)

Dear citizens of the community of Loyalton,

I am honored and I welcome this opportunity to provide a personal and business recommendation for Mr. Jeffrey Naughton. I am a 17 year resident of Reno/Tahoe and currently I work as an Office Manager/Bookkeeper for a local contractor in Homewood (2 ½ years). Additionally, I have raised two wonderful sons that have both graduated from universities in California and Nevada. My professional experience includes:

- Deputy Court Accounting Clerk for the Reno Justice Court (8 years)
- Office Manager/Bookkeeper for the Lake Forest Glen Homeowners Association/Tahoe City (6 ½ years)
- Special Education Student Assistant for the Kern High School District/Bakersfield CA (5 years)

I have known Jeffrey Naughton for 6 years. He is a cannabis expert and a personal friend and professionally has provided me with medical cannabis for treatment of a debilitating painful ankle injury that left me with 1 choice:

1. A second surgery with tendon grafting and a 50% chance of a long term confinement to a walker or wheelchair and/or pain management using addictive Opioids.

Since I have a strong personal objection to the use of addictive substances, I turned to Jeffrey to explore alternative methods of treatment that I had heard and read about. In 2014, upon my physician's recommendation, I elected to try cannabis treatment for the first time in my life. I committed to a 6 month treatment program using CBD exclusively, which has very little or no psychoactive effects. During this treatment trial, I did not supplement cannabis treatment with

Advil or any other anti-inflammatory medications. Today, 5 ½ years later, I am thrilled to attest to the fact that I have been pain free since with no need to continue with cannabis or any other treatments and I've resumed my active lifestyle of skiing, hiking, biking, and fishing. Based on my experience, I am convinced that cannabis is the answer to ending the opioid epidemic in this country. It totally eradicated my painful inflammation and allowed/assisted my body to heal the injury.

In the past 6 years, I am very blessed by my friendship and association with Jeffrey Naughton. I find him to be a person of extremely high integrity both personally and professionally, and a dedicated member of communities where he is active. Professionally, I have witnessed that he takes the time to gather data and input before making decisions and considers the impact of the decision on others. He balances analysis, wisdom, experience, and perspective and finds solutions that are acceptable to diverse groups with conflicting interests and needs. He always weighs the pros and cons of each option before moving forward. Jeffrey is committed to building professional and personal relationships in the community; often hosting dinner parties at his home and reaching out at community events to get to know his neighbors. He keeps promises and commitments he makes to others; always choosing to do the right thing, even when it is difficult. He does not yield to pressure to show bias or manipulate others and he adheres to a set of core values that are represented in decisions and actions. He does not misrepresent himself or use positions or authority for personal gain. Jeffrey is open, approachable, and treats others fairly and respectfully. He preserves others' self-confidence and dignity, and shows regard for their opinions.

Without any reservation, I recommend Jeffrey for a new business venture within your community. His commitment to his reachable business goals is sincere and I truly believe he will add growth and development to the community and economy of Loyalton.

Respectfully,

Karrie L. Melero

Kathy LeBlanc

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**From:** Hayes Batten [hayes@glacierbrands.com]  
**Sent:** Sunday, August 26, 2018 6:34 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeffrey Naughton & Evexia Science

To Whom it May Concern,

I'm writing to enthusiastically encourage you to grant the necessary permits so that Jeffrey Naughton (via his health products company, Tahoe Meds, and its manufacturing arm, Evexia Science) may operate a production facility, wholesale distribution and retail storefront in the town of Loyalton.

Until recently, I would've said that I have no opinion on the merits of cannabis and its byproducts for treating health conditions, nor on whether such products ought to be legalized. I simply didn't care. That is until Jeffrey Naughton's products positively turned my life around.

Thanks to a spider bite in Africa when I was in college, I've suffered from recurring bouts of encephalitis, wherein my brain and (then) extremities swell to the point that I am bedridden. I've tried every course of traditional medicine (including pharmaceuticals) to treat the problem, but to no avail. I'm sure you can imagine how difficult it is to live a full and successful life with such an unpredictable and incapacitating health challenge. Indeed, I've had to work hard to maintain enough hope to keep fighting and looking for answers.

I had heard that (cannabis) CBD oil had helped people with brain (and other) inflammatory problems, but being a conservative and skeptic, I never took those testimonials seriously. Moreover, informed by ignorance, I assumed that as I wasn't ever one to "get high" that such products weren't for me. Even after discussing the issue with Jeffrey, who has an impressive scientific knowledge and vast experience helping others by administering cannabis products, I refused to consider that course an option. That is until I experienced yet another bout of encephalitis, this time quite horrific, which propelled me to desperation.

I decided to give the CBD pills manufactured by Evexia Science a try. I determined that the only way to know for certain that they were or were not effective was to remove all other products and practices from my treatment regime, which I did. Surprisingly, within a week, I was seeing positive results. Thanks to a morning regimen of CBD pills and (then eventually also a) bedtime use of THC pills, within five weeks, I felt like myself again. You'll have to take my word for it, relative to my past experiences, in which the bouts lasted for many months, that's a miraculous recovery.

Beyond the actual products and their effectiveness, I'm grateful to Jeffrey for his extremely generous nature, his probing and objective intelligent and his professionalism. He's certainly proven this to me that his whole ethic is centered on being of service to others. After many years of dealing with all sorts of MDs, NDs, OPs, etc, and trying seemingly everything under the sun to heal, I can say emphatically that my working with Jeffrey and using Evexia's products has been *the* most helpful course I've followed.

It is with great enthusiasm and hope that I recommend Jeffrey and his companies. I know by permitting him to operate in your town you will be helping to secure a means of support to people like myself who depend upon such high-grade products. Moreover, Jeffrey's kind presence, solid accountability, high standards and business acumen could only bring lasting benefit to the Town of Loyalton.

Thank you for your consideration.

Regards,

Hayes Batten  
Truckee, CA

Kathy LeBlanc

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**From:** Jacie Mattice [jacienoel@gmail.com]  
**Sent:** Sunday, August 26, 2018 3:18 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Fwd: Recommending Jeffrey Naughton

Jacie N Mattice  
PO Box 135 Tahoma, CA 96142  
(775-432-9371)  
Email: [jacienoel@gmail.com](mailto:jacienoel@gmail.com)

August 24, 2018

City of Loyalton Council Members  
PO Box 128  
Loyalton, CA 96118  
Email: [CityofLoyalton@digitalpath.net](mailto:CityofLoyalton@digitalpath.net)

Dear citizens of the community of Loyalton,

My name is Jacie Mattice and I am a 42 year resident of Reno/Tahoe and I have been employed by Jeffrey Naughton for the last 5 years. I am writing this letter to give you some insight as to the kind of person Jeffrey is. Not only have I worked for him since I returned from teaching abroad, but I have studied under him, learned vast amounts of scientific and medical knowledge from him, been given the opportunity to manage the business and I have also made him a close personal friend. He has treated me and every other employee here with nothing but utmost respect and fairness. He has given us the tools we need to be successful and makes every effort to provide support to our team. Because of his leadership, we can think on our feet and make smart decisions in all facets of this business. I am very proud to be a part of what we all built, and I plan to increase my skills and continue to grow with the business as Jeffrey leads us forward.

Jeffrey is a true leader in every sense of the word. He is transparent, honest and fair. He knows no strangers - only friends he has yet to meet. He is also one of the most progressive business visionaries I've ever met and has the ability to see the bigger picture, even when others can't.

I highly recommend Jeffrey to offer the community of Loyalton a chance to work side-by-side in a new and fresh opportunity for the town. He is committed and focused on making the world a better place.

I am asking that you grant Jeffrey and Evexia Science a business license in Loyalton. I truly believe there are economic benefits that will enhance your community to create growth.

Sincerely,  
Jacie N. Mattice  
Manager - Evexia Science

Dear City of Loyalton,

I am writing this letter in regards to Jeffrey Naughton. I have known Jeffrey for many years and can attest to his strong moral fiber and dedication to community. I have seen Jeffrey help others with a selfless zeal that rivals anyone I have ever known. He has assisted myself both in a business environment and on a more personal level.

Not only is Jeffrey a kind and generous individual but he also is extremely conscientious when it comes to operating businesses with a keen eye for compliance. There have been countless occasions where Jeffrey has guided me personally in adhering to regulations and compliance issues.

In regard to Jeffrey's experience in the Medicinal Cannabis industry, I have personally never met anyone in the industry who is more knowledgeable than him. He takes the time to explain the science behind everything that he is doing and how it might benefit the end user.

As the owner of Shamrock Oil LLC I am asking that the City of Loyalton issue Evexia a Business Licence as I believe that this Man will be both a Fiscal as well as a continuous member of your community.

Please feel free to contact me anytime at 1-916-802-4168 with any help I can be.

Marty McCortney- President

Shamrock Oil LLC

August 25th, 2018

To the City of Loyalton,

I am writing to tell you my experience of knowing Jeffery Naughton from Evexia Science who is currently in the process of obtaining a business license in your city.

I have known Mr. Naughton for approximately 8 years. I had the fortunate opportunity to meet him since he lives across the street from my vacation house in Truckee, CA. He has really enriched me and my friends and family's lives. He is outgoing, kind and generous to not just his friends but to strangers whom he would invite them over to his house for dinner in the spirit of building community and friendships. I really don't know anybody else who does this on a consistent basis. He also has helped me look after my house while I wasn't there and has helped make repairs that has saved me time and expense. He is somebody I look forward to seeing while I am on vacation in Truckee.

Mr. Naughton has really taught me so much about cannabis medicines. Being a practicing anesthesiologist and an expert in anesthetic drugs including opiates, he has educated me from being a skeptic to a believer in cannabis medicines. As you know opiates has been getting a lot of press as a growing problem in the United States. I give opiates daily as part of my practice in anesthesia. I firmly believe that cannabis medicine if used correctly can decrease the amount of opiates needed to control certain pain conditions as well as treat psychiatric issues such as PTSD and anxiety. Another use which I didn't know of is for helping decrease inflammation after radiation therapy for brain tumors (glioblastomas) which Mr. Naughton has partnered with some doctors at UCSF. I believe we are just beginning to understand some of the ways cannabis can help us improve our patients lives.

Mr. Naughton has done extensive research about cannabis uses in medicine and isn't focused on its recreational uses. What impresses me is that he actually researches the clinical data and can recite back to you what he has found in a clear and concise manner. He is passionate about using cannabis products to help improve people's quality of life. I have seen the operation that he runs in his house. He treats his customers and employees well, knows the law and complies with it. He has a degree in business administration from the Foster School of Business at the University of Washington and has previously run Northwest Home Mortgage. He is well qualified and experienced in running a business.

If you haven't already please give Mr. Naughton the opportunity to set up his business in Loyalton. I think as you get know him you'll see that he would be an excellent addition to your community. He has my highest recommendation.

If you have any questions please don't hesitate to call or email me.

With regards,

Henry T. King, M.D.  
Sutter Davis Hospital Staff Anesthesiologist  
[sandman@sbcglobal.net](mailto:sandman@sbcglobal.net)  
(530) 902-0660



Kathy LeBlanc

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**From:** William Guza [guzamt53@gmail.com]  
**Sent:** Monday, August 27, 2018 10:14 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Evexia Science's / Jeffery Naughton

I am William Guza, a retired certified public accountant and former partner in the accounting practice that I founded. Jeffery Naughton was a personal and business client (Northwest Home Mortgage) of mine while I was a practicing public accounting. My experience with Mr. Naughton (Jeff) was always positive. As a client, Jeff exhibited integrity, entrepreneurial skills, intelligence, and a sound understanding of his business and the compliance requirements of operating a business. From our professional relationship Jeff and I have developed a friendship. From our friendship have become aware of Jeff's socially consciousness and of his desire to help those that are in need. He has exhibited generosity and concern for others and their well being. It has been evident in social gatherings that Jeff is highly thought of by members of his community and his employees.

I encourage the City of Loyalton to approve Evexia Science's application for a business license in Loyalton. Jeff and his business will be an opportunity for Loyalton to add a solid and outstanding asset to the community.

Respectfully,

William Guza, CPA, retired

Kathy LeBlanc

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**From:** George V Janku [George.Janku@kp.org]  
**Sent:** Monday, August 27, 2018 8:52 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Letter in support of Jeffrey Naughton and his business in Loyalton

Dear Council Members of the City of Loyalton,

My name is George Janku , MD, of Truckee, CA. While my orthopedic surgical practice is in San Francisco , I am frequently here at my home in Truckee and have gotten to know Jeffrey Naughton both personally and professionally. I am writing to support your consideration of his establishing his Medical Cannabis business in Loyalton.

I have known Jeffrey for three and a half years and can attest and vouchsafe for his personal integrity , his willingness to help others, his strong sense of community , and the tremendous value he adds to his immediate and wider business environment in which he works. He has run his Medical Cannabis business, Tahoe Meds, for much longer than the three and a half years I have known him. Over this time I have admired how he applies sound business skills while he ethically and fairly employees local people who benefit from his leadership. He maintains clean environmental protection at his business and cares for the environment in which he works. His products are safely distributed and are used for legal medicinal purposes, for which several of my own patients have been beneficiaries. He pays and treats his employees (at east a half dozen) well and adheres to sound, ethical , and transparent payroll and accounting standards. In short, he is an excellent businessman and is a positive addition and economic benefit to his community.

As a person, I have admired the selflessness with which he empowers and assists others, both in his employ and in his personal relationships. His home is open to welcome old friends and new, and readily assists those in need. A best example of this is the care and compassion he has shown for a local friend and Sugar Bowl employee involved in a recent, gravely serious light plane crash with resulting permanent paralysis. Jeff is a person of profound empathy and decency to others, and I have long admired these qualities in him.

In addition to all of this Jeff is a superb skier and I know this renders him committed to the maintenance of the beauty and vitality and environmental stewardship of the North Sierra region which we all love. I am absolutely certain that he would be a vital contributor to the economy and social fabric of the beautiful town of Loyalton. I commend him for your permitting process without reservation.

Please do not hesitate to reach out to me if I can be of further assistance in support of Jeffrey Naughton and his Medical Cannabis business.

Sincerely,

George Janku, MD  
Senior Orthopedic Surgeon  
Permanente Medical Group, Inc, San Francisco CA  
415- 846-3713

Kathy LeBlanc

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**From:** Craig [craigster66@gmail.com]  
**Sent:** Monday, August 27, 2018 8:33 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Letter of Recommendation for Jeffrey Naughton

To The City of Loyalton,

I am writing to you in support as a Letter of Recommendation for Jeffrey Naughton.

I am an architect residing in Los Angeles and Palm Springs. I first met Jeffrey when I lived in Seattle in 2002. He was very helpful, informative, and responsive when I was inquiring about a home mortgage in 2004.

I have know Jeffrey Naughton for 16 years, and over the course of that time, he has proven to be highly responsive to inquiries, responsive to peoples' concerns and questions. He has employed people wherever he has lived and worked, and he has the acumen and skill set to establish and run a business.

Jeffrey is an innovator and an entrepreneur. He is also a very conscientious person which is apparent in his ability to reach out to a wide range of people and his sensitivity to the needs of surrounding community.

I strongly believe he and his company would be a great asset to your city.

Sincerely,

Craig Higham  
8148 San Miguel Avenue  
South Gate CA

Kathy LeBlanc

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**From:** Michelle Cotton [michellecotton99@gmail.com]  
**Sent:** Monday, August 27, 2018 8:27 AM  
**To:** cityofloyalton@digitalpath.net  
**Subject:** Letter in support of Jeffrey Naughton/Tahoe Meds/Evexia Science

To Whom it May Concern,

I have known Jeffrey Naughton of Tahoe Meds/Evexia Science for the past 5 years as we are neighbors in Tahoe Donner. Jeff has been a wonderful friend and neighbor to us and has from day one made us feel an integral and welcomed part of the neighborhood. As one of the permanent residents there, he is always looking out for his neighbors and keeps an eye on their properties. He has been there for us whenever we needed help (excessive snow, power outages and general advice) and is someone we have come to rely on as a bedrock in our community.

Jeff is loved by our neighbors and many in the community—this is apparent by his network of friends and neighbors. Jeff knows everyone in town and has a reputation for being a respected and vibrant part of the Truckee community. When we see him at Truckee Thursday and other community events, we see that everyone knows and loves Jeff and is happy to see him.

After spending much time with Jeff I have also come to respect him as an extremely bright and talented scientist and businessman. He has integrity and knows his business inside and out, better than anyone. His intellect is extremely sharp and he fully understands both the science and business aspects of his endeavors.

I fully recommend Jeff to any city that is considering have him be a part of their community. He is incredibly smart and personable and would be an asset to any town.

Many thanks for your time,

Michelle Cotton

Kathy LeBlanc

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**From:** rjp2872@aol.com  
**Sent:** Monday, August 27, 2018 7:57 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeffrey Naughton's business license

I am writing to recommend that Jeffrey Naughton's business license for Evexia Science be approved as an excellent choice for these reasons:

I was fortunate to try "knock out" pills for sleep problems.

I had never used cannabis before and I found the pill form to be convenient and easy to use. I would not prefer to smoke it or consume in a food form but the tablet is a safe and convenient way to get some help for sleep problems. I have tried other sleep aids but was concerned about their side effects on the body. I think that medical marijuana should be available as a safe alternative to other drugs

(a friend told me about the wonderful success her cancer-suffering mother had when using cannabis tablets for sleep- the only thing that helped her).

I think it is time for the public to have the availability to a new course of alternative medicines. I hope you will approve Jeffrey's application for a business license in Loyalton.

I am an eighty-two year old person and feel the time is right to have a choice that this affords.

Yours truly,

Barbara C. Post  
[rjp2872@aol.com](mailto:rjp2872@aol.com)

Kathy LeBlanc

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**From:** Aaron Rothschild [aaron.rothschild@gmail.com]  
**Sent:** Sunday, August 26, 2018 10:45 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Evexia/Jeff Naughton

Hello Loyalton Town Council,

I live in the region, and I understand that Jeff is considering an expansion of his business in your town's vicinity. For the past several years - I've known and have befriended Jeff and am familiar with his business locally. At the Truckee town council, several members of the committee have supported Tahoe Meds, who have paid taxes and been committed to the local community in many ways. The business has customers of a broad set of citizens - many of whom depend on the local delivery services for their medical needs.

With the new recreational cannabis regulations, there is certainly going to be some social change. There is going to be a change in business. There is an opportunity to leave the old history of prohibition and capture the wave of interest in cannabis today.

New products, new research, new results will not be the domain of governments - but it is their job to enable companies of many types to become successful and serve the interests of it's citizens. There will some sowing of Fear, Uncertainty and Doubt in the community - there is resistance to change. However, future generations may bemoan the lost opportunity of a mainstreaming industry that can support a rural community. I hope I can reassure you that Tahoe Meds has contributed in multiple ways to the industry, the local community and their customers:

- Help for his neighbors, friends and customers - He has personally helped me become an active member of our community such as attending council meetings, and local community events
- Tahoe Meds has treated their employees very well. More importantly, he is considerate, fair and compassionate with his customers. Some of these customers are very sick - in which cases they subsidize their medication.
- His business is supported by strict processes and controls that were implemented before the current state regulations were even being considered
- Evexia has proven to be an innovative product company. I personally believe they will be successful and need the ability to expand their business. For example, Evexia has also perfected the chemistry for cannabinoid tablets for patients unable to consume cannabis otherwise.
- Jeff has proven his knowledge - He can cite or provide the medical research data. He takes the time to look at the big picture.

I think that in the best interests of Loyalton - Evexia's application should be considered as a great business opportunity for the town that has much upside, and little at risk because of state regulations. Evexia can be trusted to enforce the laws and become a great member of your community - their application for a business license is in the interest of everyone - even if that is recognized today. Fear, Uncertainty and Doubt should be addressed with Reassurance, Planning, and Experience. Evexia can provide all three.

Monica Rothschild

Kathy LeBlanc

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**From:** norman stone [normanstone81@gmail.com]  
**Sent:** Sunday, August 26, 2018 6:46 PM  
**To:** Jeffrey Naughton  
**Subject:** The need to approve application for a business license for Evexia Siences in Loyalton.

To the city of Loyalton and persons who this may concern.

My name is Norman stone , a 56 year old retired businessman who is now in the beginning a life focusing on philanthropy. I've been blessed to be on the board of a family foundation for decades. Jeff Naughton has profoundly changed my life and that has helped me become a better person to myself giving me greater abilities to help my children , my family , and society by helping me be the best version of me. That is only limited by my imagination of what I can do for others , what I can conceive and truly believe, I can achieve. Is how Jeff thinks , he has conceived and he has achieved so much others really only dream of. The sky is the limit for Jeff always trying to help other , from small selfless acts to things that help his community, to inventing a new way of studying cannabinoids , ultimately to inventing a new type of tablet that will help patients , people , this formula could help people suffering everywhere around the world. He's always shown gratitude and the help of others as a gift. He is so knowledgeable on cannabinoids he can answer any question with expertise , he is the expert that everyone can turn to for advise. These tablets were conceived by Jeff who truly believed he could make something new something better to help first his sickest patients , and then as many others as he can , then the world . Jeff's gifted with a compassion and level of empathy that few others have , he has an uncanny way of knowing how he can help others and help others learn to help themselves , and then help others and people pay it forward it's a cycle of people in the community to keep helping more and more as it spreads through the community it's been a wonder to watch how much this process has helped so many in Jeff's circle of friends and those helping others and those helping more and it goes on and on people helping people. Isn't that what all communities want from their citizens . Jeff Naughton will help that process grow and grow. Communities need people like Jeff to become the best they can be. So I ask the city of Loyalton to approve Evexia Siences application for a business license in Loyalton . It will make your community a better place . I truly believe there is a reason your community is the place where Jeff is going to start Evexia Siences process to help change the medical world of cannabinoids and all its patients.

Sent from my iPhone 📱 🙏THANK YOU FOR LISTENING 🙏📱

Kathy LeBlanc

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**From:** Karen Campbell [smithriverkaren@aol.com]  
**Sent:** Sunday, August 26, 2018 4:25 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeffrey Naughton Evexia Science's

I am writing this letter to tell you about our daughter and her relationship with Jeffrey Naughton....early May 2013 after spending couple years in bed and being diagnosed with rheumatoid arthritis....Jamie found out she also had Stage IV Metastasis Breast Cancer..Jamie had a tiny tumor in her breast that spread to her tumors that ran up and down her spine, the tumor at the base of her spine was so big it had broke her back...the Doctors had to glue her shattered spine back together..she moved back to California...Jamie heard about RSO-Jamie started researching RSO and where she could find it....Jamie started looking in the yellow pages and found Jeffrey Naughton which started a life time friend ship...Jeffrey started researching Jamie's cancer... Jeffrey was able to find a mixture of CBD oil for Jamie to take...After taking Jeffrey Naughton's oil for a year or maybe a little longer Jamie's tumors were gone...she stayed friends with Jeffrey but quit taking the oil....Before long her tumors returned to other parts of her body..back to the oil...Jamie called Jeffrey her angel and his team her angels... Bill and I thank God for having Jeffrey in Jamie's life...We were visiting Jamie in the Tahoe Forest Hospital in Truckee... That's when we met Jeffrey Naughton....we were very impressed by Jeffrey's knowledge of our daughter's condition...not only that we found Jeffrey to be a very friendly person...we were invited to a smoked Salmon dinner and movie...we were able to meet Jeffrey's team and friends...what a great group of people...

Jeffrey Naughton build's community with personal dinners-helping his neighbors and friends...he is very generous with his time when helping others ...Please approve Evexia Sciences application for business license in Loyalton,,,Jeffrey and his team will be an excellent addition too the community there!! Thank you Bill & Karen Campbell...Jamie's Mom & Dad



Kathy LeBlanc

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**From:** Nichole Guza-Waltner [niconrya@gmail.com]  
**Sent:** Sunday, August 26, 2018 2:24 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Recommendation of Evexia Science

To Whom It May Concern

I am contacting you to give my support for Jeffrey Naughton of Evexia Science in his application to become part of the City of Loyalton.

My name is Nichole Guza-Waltner, I am a mother of two little boys and work full-time in the MarCom division of a large buckle and jewelry company. I have known Jeffery Naughton for my entire life. Our parents have been lifelong friends and I consider Jeff to be family. Some of my earliest memories are of Jeff playing Go Fish with me, making an effort, even at his younger age, to make time for me.

Jeff is a truly intelligent, compassionate man, who I believe is an asset to any community and business. Jeff makes time for people, even when distance and time are a factor.

His work ethic and passion for community shows in his ability to offer multiple full-time positions and his advancements in a safe, holistic way to help people through Tahoe Meds. His ability to work with a variety of agencies has made Tahoe Meds the successful legal enterprise it is today. I wholeheartedly believe that Jeff is a valuable asset to any community, both personally and professionally. The City of Loyalton would be a better place for making Jeff and his business a part of the community. Thank you for your time.

Regards,

Nichole Guza-Waltner

Kathy LeBlanc

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**From:** Charley Tiff [c.tiff@claimseval.com]  
**Sent:** Sunday, August 26, 2018 1:14 PM  
**To:** 'CityofLoyalton@digitalpath.net'  
**Subject:** Letter of recommendation for Jeffrey Naughton  
**Attachments:** It is an honor to respond to Mr.docx

It is an honor to respond to Mr. Naughton's request for a character reference for him and his upcoming venture in The City of Loyalton.

I have known Mr. Naughton for the last eight years and have continually used his knowledge and experience to assist me in my own real estate dealings. But, I have found his abilities to find solutions to anyone's tough problems amazing. He is able to quickly assess situations and develop a win/win scenario for all parties involved.

He is very knowledgeable of rules and regulations and always abides by them. He continuously abides by local law, going above and beyond to ensure those laws are taking into account in his business. And, as a businessman, I personally know that the majority of his employees have been with him for 5 years or greater. This great statistic can only be achieved if you treat your employees well, which he does.

Jeffrey is someone who always commits and then over delivers. I am trying to keep this letter short and would appreciate any telephonic reach back. I believe in Jeffrey so much, that I have offered to financially assist him in his new venture if he should need any monetary assistance. Please ask any questions you may have so as to gain a better understanding of how I believe his commitment to a business venture in The City of Loyalton will be a win/win for the town and for all those around him.

Charley Tiff

916-616-5121



**Charley Tiff**  
Director of Operations  
916-797-9997 Office  
916-616-5121 Mobile  
480-393-5620 FAX  
[c.tiff@claimseval.com](mailto:c.tiff@claimseval.com)  
[claims\\_eval@claimseval.com](mailto:claims_eval@claimseval.com)

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Kathy LeBlanc

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**From:** Deborah Ryan [debryan1@gmail.com]  
**Sent:** Sunday, August 26, 2018 10:16 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeffrey Naughton, Evexia Science

I am so pleased to offer this letter of reference for Jeffrey Naughton. I was lucky enough to meet Jeff when he first moved to Truckee and have watched as he has become such a vibrant member of our community. In all of his many roles as business owner, employer, patient advocate, partner, neighbor and friend, Jeff brings a refreshingly honest passion and enthusiasm for life. He genuinely cares about those around him— his family, his friends, his customers, his employees and his community.

Jeff currently manages a very successful and positive cannabis business here in Truckee. He handles both his employees and his customers with care and respect and both employees and customers are very loyal. He passionately believes in his mission to help people and is committed to developing and providing products that improve people's lives. Jeff has worked extensively with members of my own family to address very specific healthcare needs and I have witnessed the significant improvement in the quality of their lives. He understands the medicine and invented the chemistry for the cannabinoid tablets that help so many of his clients. Jeff knows the law, is an expert in compliance, and runs his business with honesty and integrity.

I know Jeff best as a caring, gracious friend. We have shared many evenings of wonderful food, inspiring conversation and deepening friendship. Jeff has been embraced by my entire extended family and we are all better off. Jeff builds a sense of community wherever he lands. He is most generous with his time and support to his friends, neighbors and those in need.

Loyalton would be most fortunate to welcome Jeff and Evexia to its community. Jeff brings with him an inspiring vitality, a wonderful sense of community, a commitment to helping people and an honest business run with great personal integrity. Please approve Evexia Science's application for a business license in Loyalton.

Thank you for the opportunity to share my support for Jeff and Evexia Science. If you need more information or have any questions, please feel free to contact me.

Thank you again.

Sincerely,

Deborah Ryan

[debryan1@gmail.com](mailto:debryan1@gmail.com)

530.414.1608

Kathy LeBlanc

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**From:** luther dulaney [lutherdulaney3@gmail.com]  
**Sent:** Sunday, August 26, 2018 9:57 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Letter in support of Jeffrey Naughton and Evexia Science

To Whom it May Concern

I have been working with My Naughton on a professional basis in the Cannabis Industry since 2010. He was the first person to introduce me to medical grade cannabis extracts. I was immediately impressed with both his knowledge of the industry as well as his business background in finance.

Mr Naughton has been a close business associate ever since our first meeting and has kept me informed of all his efforts to bring quality medicine to the market. When he told me about his plans for Loyalton, I was impressed and grateful.

I have spent the last tow years living in Beckwourth and think the Sierra Valley is one of the most beautiful places on earth. I also think that Loyalton would greatly benefit from being a part fo the cannabis industry and economy. I was surprised when Jeffrey first told me of his intentions in Loyalton. He could have chosen any municipality in the state base his business. But Loyalton is a special place deserving of a business that would effect the local community in a positive way economically and environmentally.

Cannabis has arrived in the Sierra Valley. As I write you now, the Roberti Ranch in Beckwourth has 150,000 cannabi plants under management. I can guarantee that more ranchers in the valley will be planting cannabis next year. Loyalton would be an excellent hub for a variety of cannabis businesses. Having Mr Naughton as an anchor in your community for this industry would be a great first step and offers an incredible opportunity for you.

I hope you will support him in his efforts with you. In this emerging industry there is only one thing that matters: integrity. Mr Naughton and I have remained close associates for so long due to his integrity in this industry. I was honored when he asked me to write you on his and his patients behalf. I look forward to seeing him creating somethin special in Loyalton.

**Luther T Dulaney III**

**530-386-5826**

Tower Unlimited, LLC

Kathy LeBlanc

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**From:** Jeffrey Naughton [jeffrey@jeffreynaughton.com]  
**Sent:** Sunday, August 26, 2018 1:11 PM  
**To:** Ann L Beaton  
**Cc:** cityofloyalton@digitalpath.net  
**Subject:** Re: Jeff Naughton

Thank you! This is exactly what they need to hear and what will help us now. Thank you thank you thank you!!!

On Sun, Aug 26, 2018 at 8:54 AM Ann Beaton <[annlbeaton@gmail.com](mailto:annlbeaton@gmail.com)> wrote:  
I live next door to Jeff Naughton and he is a wonderful neighbor and person.

My husband is in a wheelchair so when I need help, any day and any time, he is there to do whatever. When he has seen a large truck come to our home Jeff is right over to help, even without being asked. Jeff has carried a coffee table into my house, he has set up deck furniture and he spent at least two hours with my parents, who are in their 90s, explaining the benefits of medical cannabis.

Jeff is very easy to talk with and very generous with his time. He is always having neighborhood dinner and the best his movie night in his backyard. Recently a very dear friend was seriously injured and he will not be able to live on his own. Without a thought, Jeff invited his friend to live with him. Jeff has adapted his house to accommodate a wheelchair and his friend's special needs.

Jeff is the type of person you want in your community. He treats his employees with respect and you always see a smile on their face. When I go into Jeff's home and talk with his employees you can tell they love Jeff and love working for him. His business is very successful and a positive and helpful influence in our community.

Besides his generous heart Jeff is one of the smartest persons I know. His knowledge of not only the law but chemistry and how cannabis interacts with the body is very impressive. He constantly is improving his lab with the newest equipment and methods.

Simply stated...Loyalton would benefit from Jeff new business.

Please approve Evexia Science's application for a business license. Your town would benefit greatly not only from the employment opportunities but the medical benefits helping others.

Thank you.

Ann Beaton  
14680 Christie Lane  
Truckee

Kathy LeBlanc

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**From:** Caprice Y. Davis [caprice@windermere.com]  
**Sent:** Sunday, August 26, 2018 7:08 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Evexia Science's business application

To Whom it May Concern,

I understand that you have been given the opportunity of having Jeffrey Naughton enter into your business circle and I want to say that you have been blessed.

I've had a business relationship with Jeffrey for more than a couple of decades. It's odd for me to say 'business' as relationships with this man quickly turn personal. We've worked together on residential and commercial transactions from land divisions, commercial buildings, construction projects, Lake Washington waterfront and everything in between. In all of these endeavors, he has made the communities better places than when he arrived. Even when, or perhaps it's especially when, there are changes in the economy--and not always to the better--he gifts a positive impact.

Just the other day I ran into a client from the mid '90's and Jeffrey's name came up regarding a repair he had done on tub enclosure required to complete financing for a first purchase. The client still raves about his experience with Jeffrey regarding this minor work order. I beckon you to recall the name of a contractor you knew once from a couple of decades ago. If you do, then that person was either the bottom 1% or the top. He's the top.

I would highly suggest you approve his application for a business license in Loyalton. Your community will thank you.

Caprice

**Caprice Y Davis, Broker**  
Windermere Real Estate/South, Inc.  
206-948-9996



Kathy LeBlanc

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**From:** jeffrey kent [jeffrey.kent@att.net]  
**Sent:** Sunday, August 26, 2018 6:52 AM  
**To:** CityofLoyalton@digitalpath.net  
**Cc:** jeffrey kent; Jeffrey Naughton  
**Subject:** Jeffrey Naughton Evexia Science

*Jeffrey kent*  
68 Carmine Street, #3A  
New York, NY 10014  
212-741-9151  
[Jeffrey.kent@att.net](mailto:Jeffrey.kent@att.net)

Dear City of Loyalton:

It has come to my attention that Jeffrey Naughton/Tahoe Meds/Evexia Science is applying for certain permits to conduct its cannabis medicine business in your city.

I know most letters of Recommendations are generally made as a form of accommodation, I assure you this letter is no such accommodation.

I have known Jeffrey Naughton for almost 30 years now. We met skiing in the Canadian Rockies and became ski buddies, but his character, warmth and inclusiveness soon resulted in a very close friendship much to my benefit.

Whether at his home in Seattle, where he lived when I first met him or in the last many years here at Truckee, it is astounding how every neighbor of his becomes part of his close circle. Whether it is his wit, intelligence, skiing prowess or maybe cooking skills, all around him are quickly drawn in. Mostly I think it is his zest for life and community that creates his strong and lasting connections.

For what it is worth I am an Ivy League Graduate (Wharton Business School) who was always impressed with Jeff's skills as a mortgage broker and businessman who owned and managed his Northwest Home Mortgage Company. I also majored in Design of the Environment but actually started my studies as a Bio-engineer so I was equally astounded to see his amazing understanding of the many scientific possibilities and benefits of cannabis medicine. His dedication to the science end of working with the medical benefits of cannabis is immense. I know that as well from my own experience of having been in a Major Car accident years ago and live with chronic pain. Jeff's caring nature and understanding remained resolute as well as his efforts always to help me relive the pain. Bear in mind that I am someone who has never experimented with drugs nor even been drunk in my life. Jeff was always able to answer all my questions clearly and with compassion. He always looks at everyone as a whole person and tries to help them within the context of their own life and conditions.

Just recently our close mutual friends (and neighbors of Jeff) were in a plane accident wherein the partner, Peter tragically died and Eric has been left paralyzed from the waste down. Jeff and his partner and friends have taken full care and responsibility for Eric's care. There is little more that can be said than living by example.

Jeff knows the science and he always comes to know the person. What could possibly be better as a friend and as an addition to your community.

With the utmost confidence I can say that Jeffrey Naughton and his Evexia Science Company would contribute greatly to the Loyalton community and I thereby respectfully ask that you approve their application for a business license.

Should you have any additional questions please contact me at the above address and number or this email.

Most sincerely,

Jeffrey Kent

Kathy LeBlanc

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**From:** Jim Hughes [jimbearhughes@gmail.com]  
**Sent:** Sunday, August 26, 2018 2:57 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeff Naughton

I first met Jeff in 2009 as he was moving into the house across the street from my winter/spring house in Tahoe Donner, Truckee. In the ensuing years, I have spent many hours in his company, dining, skiing, discussing management, or clearing brush from the yards around our respective houses, among other activities.

Jeff's personal ethics, integrity, and intellectual curiosity make him a fine companion, and he is always "there" to lend a hand or a ladder for a demanding or time consuming task. Whatever the endeavor, his high and enduring energy level are always a plus and a benefit. One could not have a better neighbor.

Further, I have come to know several of his employees, and find them to be quite devoted to Jeff and to the business. They all exhibit the factor that I personally consider to be the best indicator of how they are treated as employees: they treat their customers well and with complete honesty.

Let me add that I have become, after some initial scepticism, a regular user of his CBD product. I have used it for pain mitigation following two surgeries, knee replacement, and throat tumor removal. It is a highly efficacious substitute for prescription opioids, without the attendant risk of addiction. Jeff is deeply knowledgeable about the chemistry of cannabinoids, and has invested substantial time and money in the design and use of equipment for the production of these medications.



Kathy LeBlanc

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**From:** John Guza [guzajd@yahoo.com]  
**Sent:** Saturday, August 25, 2018 7:30 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Jeff naughton

My name is John guza, ph.d. I am am a retired psychologist. I have known Jeff since his childhood. His father Jack, i my best friend. Jeff is a reflection of his father. He is principled, honest, and operates with integrity and compassion. His endeavor in your community will be a positive socially and financially. If you have any questions or need more info please call me at 406 585 0015.

[Sent from Yahoo Mail on Android](#)

Kathy LeBlanc

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**From:** Marie Easton [mkeaston@googlemail.com]  
**Sent:** Saturday, August 25, 2018 3:57 PM  
**To:** cityofloyalton@digitalpath.net  
**Subject:** Recommendation for Jeffrey Naughton

To whom it may concern:

In regards to the upcoming vote to approve Evexia Science's application for business in the town of Loyalton submitted by Jeffrey Naughton of Truckee, CA, I would like to give my personal recommendation for this individual .

This is the kind of business owner you WANT in your town! I met Jeff two years ago skiing moguls at Northstar. I immediately knew that I had found that rarity; a genuine, helpful, and honest person that cares about our community. Jeff makes great things happen. Through him, I was instantly connected into a healthy community of high quality, successful people that he built through hosting weekly dinners at his house, teaching dancing and skiing, and by being an active presence at most local Truckee events. Through knowing him, myself and others have become more active in the community. He also possesses great skill at meeting new people and making them feel instantly welcome and cared about. As well as a community builder, Jeff truly cares about the people in his life. I've seen him step in time and again to support his friends by providing wise advice and counsel and being there during tough life circumstances above and beyond what would be expected from a friend.

Jeff is not applying for this license just to make money or push a personal agenda. Through this business, he wants to better this special part of the Sierras by creating economically sustainable jobs, generating local income, and providing products that meet important needs in our community.

Jeff has already been operating a successful and positive cannabis business for several years. As a result of this experience, he possesses a vast depth of knowledge and is poised to take it to the next level in Loyalton. He is aware of the complex legal issues involved with the cannabis industry and is an expert in compliance. He provides great customer care by attentively listening to the client's concerns and creating the best solution for each individual. Jeff also cares about his employees and treats them fairly. Everyone I've met that works for him enjoys being at their job. These are all aspects of a private business that we want in our local community that are often so hard to find.

For more local jobs, income, and honest people to work with, please do consider approving Evexia Science's application for a business license in Loyalton.

Sincerely,

Marie Easton  
PO Box 755  
Truckee, CA  
96160

Kathy LeBlanc

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**From:** Martha Jackson (marthajack@gmail.com)  
**Sent:** Saturday, August 25, 2018 3:45 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Evexia Science business license

Dear Loyalton folks,

I'm writing to support Jeffrey Naughton's application for a business license in Loyalton. He is a civic-minded, kind, generous, responsible, hard-working person who will be a great asset to your city. He is known for helping, supporting and caring for his friends, his neighbors, and his community.

He has researched his products very well and is a patient and knowledgeable adviser to anyone who wants to know about different cannabis products and dosages.

I have many friends with cancer and other illnesses who have benefited from medical marijuana, but never thought I would use it, because I am not interested in smoking anything or eating medicinal candy. But a few years ago when I was suffering terribly from hip pain I finally found relief with the "Dabtabs" tablets that Jeffrey manufactures. It was just like taking an aspirin! There were absolutely no side-effects or "drugged" feeling, just gentle pain relief. The tablet method will help many people who don't want to or can't take medical marijuana in the more traditional ways.

I highly recommend that you approve a business license for Evexia Science and welcome Jeffrey and his business into Loyalton.

Sincerely,

Martha Jackson

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Martha Jackson

Kathy LeBlanc

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**From:** ann Anderson [ann\_anderson\_rdh@comcast.net]  
**Sent:** Saturday, August 25, 2018 3:23 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Evexia Science business license

My name is Ann Charlton Anderson. I live in Burien, Washington a suburb of Seattle. I hold a BS degree from the University of Washington. I am writing in support of Evexia Science being granted business license in the City of Loyalton.

I have known Jeffrey Naughton for nearly 30 years. Our relationship has gone thru many phases over the years.

I knew him when he was in senior high school. He was very motivated and got his Real Estate license while still in high school.

Upon visiting him at his NW Mortgage office in Seattle several times I observed that he and his staff were very efficient and organized. His staff had a great respect for him personally and professionally. His management skills were very good and every one of the staff seemed to be fulfilled. Based on my observations at his office I asked him handle the purchase of my latest home. He did an outstanding job for me. I referred several of my friends to him and they were also very pleased with his services.

We have developed a very warm friendship over the years! I have had the opportunity to visit him at Tahoe Meds in Truckee on three separate occasions. I have met all of his staff and his management remains outstanding. His staff is exceptionally organized and all glad to be part of his business.

Jeff has further advised me regarding what types of marijuana would be most beneficial for my granddaughter who has chronic migraine headaches and my son who has bone cancer. As marijuana is legal in Washington State, I followed his recommendations and both my granddaughter and son have had effective pain relief.

I have enjoyed talking with Jeff about how he has devised the formulations of his various different products. I have found him to be very knowledgeable.

I feel that having Jeff doing business in your community would be a great asset for your city.

Please feel free to contact me if you have any questions,

Sincerely,

Ann C Anderson  
221 S 186th Street  
Burien, WA  
98148  
206-351-4468

Kathy LeBlanc

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**From:** Jared Byer [jared.byer@gmail.com]  
**Sent:** Saturday, August 25, 2018 1:50 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Recommendation regarding business licensing

To Whom It May Concern,

This email is to provide both personal and professional references for Jeffrey Naughton and Evexia Science's business licensing application for your city of Loyalton. I've gotten to know Jeffrey over the last 5 years and feel that I know him well. My name is Jared Byer and I am a technology executive from the Bay Area.

Jeffrey is an exemplary model for communities. I've watched how he has fully integrated himself into the Truckee community with his neighbors and fellow business owners. He's always there to lend a helping hand, doing what's best for the community. He opens his home and heart to everyone.

Regarding business and his knowledge of cannabis, I've observed how he is an expert in running both a business and the information and laws around medical cannabis. He treats his employees and customers with such care. Always providing medical research and explanations to questions. I've watched his business grow over the last 5 years, and I know it's due to these areas of expertise and care as an operator.

As you look at various companies throughout the application period, I'd like to ask that you approve Evexia Science's application for a business license in Loyalton. Jeffrey Naughton is exactly who you want to be approving and running business in your city.

If you have any additional questions, please do not hesitate to ask. I'm happy to provide more information if needed.

Regards,

Jared Byer

Kathy LeBlanc

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**From:** Shane Borza [shaneborza@gmail.com]  
**Sent:** Saturday, August 25, 2018 8:16 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Letter of Recommendation

Hello

I am writing this letter in support of Jeffrey Naughton's application for a business license in Loyalton. I have known Jeffrey for almost eight years and regardless of whether it was a personal, or professional circumstance, he constantly goes above and beyond to help and provide the best interaction possible.

His history of starting and running businesses which succeed, provide jobs, income, and benefit to the community, as well as his personal contribution to his community are also excellent. As both an employee, and previous business owner myself, I would not hesitate to either partner with, or work for, any endeavor Jeffrey creates.

Thank you for your time and consideration in this matter. As a Veteran, I look forward to seeing more people like Jeffrey represent this country and it's interests - both in business, and in day to day interactions.

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Thank you,

Shane Borza  
Los Angeles, CA  
818-237-0612  
[shaneborza@gmail.com](mailto:shaneborza@gmail.com)

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[imdb.me/shaneborza](http://imdb.me/shaneborza)  
[youtube.com/shaneborza](http://youtube.com/shaneborza)  
[about.me/mfsb](http://about.me/mfsb)

Kathy LeBlanc

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**From:** David Brewster Bingham [dbingham@stanford.edu]  
**Sent:** Friday, August 24, 2018 6:33 PM  
**To:** cityofloyalton@digitalpath.net  
**Subject:** Re: business license applicatin for Jeff Naughton

To whom it may concern,

I write this letter in support of Jeffrey Naughton and Evexia Science's application for a business license in Loyalton. Jeff is one of the most kind and compassionate people I have ever met, and I consider him one of my greatest friends. I met him on the ski slopes of Tahoe (he is a superb skier) and he has been incredibly generous with me in letting me stay with him at his home in Tahoe Donner. I am not the only one though. He is generous to everyone he knows with his home, his food and his time. I have witnessed his generosity over and over including two winters ago when after one of those huge storms, he spent four hours shoveling out his neighbours car. Nearly nightly he has dinners at his house and includes neighbours or friends who are in town. Through these dinners he builds a wonderful sense of community.

Jeff has a successful cannabis business. He has a degree in Business Administration from The Foster School of Business at the University of Washington, and he knows the cannabis business in particular quite well, including the science of cannabis, its medical uses and how to comply with the relevant laws. He is very loyal to his customers and his employees. Through my time staying with him at his house, I have observed that his employees are in return quite loyal to him, as he is such a good guy. I also know that Jeff is an extremely hard worker and will persist until he gets the job done.

I ask that you approve Evexia Science's application for a business license in Loyalton. Jeff and his company will be a wonderful addition to your community. Please call or email me if you have questions about Jeff. It is a great pleasure for me to be able to help Jeff by writing this letter.

Regards,  
David Bingham MD  
Stanford Dept of Pathology  
Rm H2110  
300 Pasteur Dr.  
Stanford CA, 94305  
[bingham@stanford.edu](mailto:bingham@stanford.edu)  
650-520-6465

Kathy LeBlanc

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**From:** Tim Ryan [tjryan11@gmail.com]  
**Sent:** Friday, August 24, 2018 2:22 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** RE: Jeffrey Naughton Recommendation/Evexia Science's Business Application

I know Jeffrey Naughton both as a very happy customer of Tahoe Meds and as a personal friend. It is with great pleasure that I write to you to provide a bit of information as to Jeffrey's character, values, cannabis knowledge, etc.

My early introduction to Jeffrey was focused on how cannabis might help me cope with a severe case of insomnia. I had tried all the western medical approaches and meditation and found no lasting relief. My ability to continue my municipal finance career was being significantly impacted as was the rest of my life. Jeffrey spent considerable time educating me on how and why cannabis could help me. He was patient with me and never pushed me to try cannabis. It was over the course of numerous conversations that I felt comfortable taking one of Jeffrey's pills before bed. Wow! Life changing! No more insomnia! How lucky I was to meet Jeffrey.

I have been a customer of Tahoe Meds for several years and have met most of the staff that are employed there. I feel that Jeffrey and staff are primarily motivated by the desire to help others. I know of a number of customers who cannot afford some of the very complicated and costly cannabis treatments who have received their supplies for free over the course of 3-4 years. I can say with confidence that those who work for Tahoe Meds are very happy employees. Jeffrey Naughton is one of the most caring, kind and generous people I know.

In my experience, Jeffrey's knowledge of cannabis is unsurpassed and he will enthusiastically and effectively educate those who are interested. The pills I mentioned above, the ones that changed my life – Jeffrey invented the process to make them. Jeffrey is a highly intelligent person and has applied his intellect to his passion for helping people through the benefits of cannabis.

On the personal side, unsurprisingly, Jeffrey's caring and giving attitude are on full display. Jeffrey simply cares about others. Please re-read the previous sentence. It seems this paragraph is too short to convey the import of the fact that Jeffrey cares.

It is without hesitation that I can say that both the City and community of Loyalton will benefit from Jeffrey Naughton's presence as a local business operator. I ask that you approve Evexia Science's application for a business license.

Please feel free to call me at 916-844-8391 if I can provide any further information.

Sincerely,  
Tim Ryan

 Virus-free. [www.avast.com](http://www.avast.com)



Kathy LeBlanc

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**From:** Brian Broom-Peltz [brian.broompeltz@gmail.com]  
**Sent:** Friday, August 24, 2018 10:17 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Endorsement for Jeffrey Naughton and Evexia Science

Community Members of the City of Loyalton,

I am a teacher, resident of Truckee, and friend of Jeffrey Naughton. I understand Jeff is seeking to bring his family business to your town soon. As a fortunate friend and colleague of Jeffrey, I would like to endorse him and share why I think Jeff would be a welcome contribution to your community.

Jeff is a very welcoming and generous person. Jeffrey and I met one year ago, a little after I arrived in town. He understood I was new and welcomed me over for dinner. Over a table of delicious food, I was greeted with kindness, hospitality, and generosity. Since then, over that table I have met dozens of families, different friends, and friendly people. Jeff welcomes anyone to his table and attracts the best.

I trained in college as a scientist and engineer. When Jeff gave me a tour of his home delivery business, I was impressed by the diligence, economy, and attention to detail. He takes good notes, follows safety protocol, and studies how to make the best medicine safely and efficiently. He knows his science and is often consulted by local physicians seeking advice for prescribing cannabis to patients for different pains or diseases. Jeff cares about doing things right and knows the science for how to do it. He would continue to do things right with Evexia Science in Loyalton.

Jeff is an experienced and thoughtful business operator. The employees who work at his home are well-trained, knowledgeable, kind and are greeted like family. He strives to create a productive and professional work environment to make his colleagues happy and well-equipped. I am certain that anyone in Loyalton who chooses to work with Jeff will be treated with respect, support, and integrity.

I am grateful to have met Jeff and am happy that the medicine and products he creates will reach another market. The tablets Jeff is looking to make in Loyalton, will help more people who need cannabis for severe pain, cancer, or other debilitating conditions.

Jeff is brilliant, loyal, and kind. He is about cultivating happy and healthy community and will be a great contribution to Loyalton. If you want a new well-run local business staffed by responsible people, then you should definitely approve the Evexia Science business application.

I am happy to answer questions over phone or e-mail to elaborate or to clarify any points made here. I hope this letter finds you well.

**Brian Broom-Peltz**  
[brian.broompeltz@gmail.com](mailto:brian.broompeltz@gmail.com)  
[603.548.6447](tel:603.548.6447)



Kathy LeBlanc

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**From:** Eric Raptosh [eric@raptosh.com]  
**Sent:** Friday, August 24, 2018 8:47 AM  
**To:** cityofloyalton@digitalpath.net  
**Subject:** Recommendation for Evexia Science/Jeffrey Naughton

City of Loyalton,

I am writing on behalf of Evexia Science and my friend and the owner Jeffrey Naughton, who in my regard, is one of the most motivated, inventive and well-meaning entrepreneurs I have known. His interests and concerns beyond running a successful business include supporting local growth, promoting an integrated community spirit and maintaining a strong loyalty and respect to the people he employs. I know this as I am his immediate neighbor in Truckee and have contributed my photography and other skills to promote his business. I visit almost on a daily basis either to discuss business or socialize at many evening meals where there are often guests from all walks of life with various occupations.

Jeffries commitment to helping people through his business include extensive research into cannabinoids not only to help cancer patients but also help with insomnia, pain management and well-being. To this end, through his knowledge of chemistry, he has developed a one-of-kind tablet to deliver medication in small pill form to those who prefer not smoking, vaping, or eating edibles. This truly a remarkable invention for delivering medication in a convenient form.

I have seen first-hand many of the people Jeffrey has helped through his dedication and see the gratitude they express to him personally because of his on-going desire to elevate the well-being of his patients and clients, myself included.

I honestly cannot say enough about Jeffrey's good true nature and his drive to help people and communities to thrive and prosper. He is a unique spirit who shares his success with everybody around him.

Please approve Evexia Science's application for a business license in Loyalton. They will be an excellent addition to the community there.

Please call if there is any concern or clarification is needed.

Cheers, Eric

Eric Raptosh  
(310) 422-4620

Kathy LeBlanc

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**From:** Stephanie Bacon [esdpbacon@gmail.com]  
**Sent:** Friday, August 24, 2018 7:44 AM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Evexia Science

To whom it may concern:

I am writing in support of Evexia Science's application to conduct business in Loyalton. I am a professional educator in Truckee and I have known Jeffrey Naughton for the 10 years. He is a man of integrity, compassion, and has a deep understanding of how cannabis works and how when properly used, it can help people with minor to major medical issues.

Jeff provided a precise and appropriate medicinal cannabis to my closest friend for several years to help her battle the intense nausea that followed her double lung transplant and later her intestinal cancer. Jeff is always able to find and describe the exact product his clients are looking for and is able to cite the medical research to back it up.

There are many "entrepreneurs" that are trying to make it in the new cannabis industry, but few to none have the knowledge and professionalism that Jeffrey Naughton brings. I encourage you to approve Evexia Science's application for a business license in Loyalton.

Sincerely,

**Stephanie Bacon**

*Mother, wife, teacher and baseball coach*

Kathy LeBlanc

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**From:** Rdhdoreen [rdhdoreen@aol.com]  
**Sent:** Sunday, August 26, 2018 7:50 PM  
**To:** CityofLoyalton@digitalpath.net  
**Subject:** Recommendation for Evexia Science

August 25, 2018

To the Council and Citizens of the City of Loyalton, California:

Jeffrey Naughton is my son.... Now before you stop reading and say 'sure his Mother is going to support his request to establish Tahoe Meds/Evexia Science's application for a business license in MY TOWN,' I thought you should hear why I support and approve of his business. I understand however why some of you may be wondering how I reached this stage.

A little background, I was a teen raised in 'the sixties' in Seattle vaguely aware of the use of marijuana or other drugs in my town. Certainly I was not interested in trying any of it when I heard of those few kids that did smoke something called 'weed' at my high school. They were the losers!

Fast forward to the mid millennial years when our son, Jeff announced to us that he was moving to California to follow his dream to live in the beautiful Sierra mountains to be near the ski hills And oh yes by the way, to establish a medical marijuana collective in Truckee. My first reaction was I get your love of skiing since we had all been avid skiers for decades, but the pot industry?

Hence began my research to understand the science of marijuana and its benefits. I am a self employed health care provider. As most health providers I was fairly entrenched in the philosophy of western medicine. As I began to read more research articles I became open to the concept of alternate means of controlling inflammation, pain, anxiety, and stress for example that included the use of cannabis. I learned that marijuana was not just for losers at parties anymore!

For years, Jeff has dedicated untold hours to reading, researching and conferring with other health care professionals and scientists to assure that his collective members receive the safest, best quality products available today. He has become a known resource for professionals and those who use marijuana products in California and beyond. You will read testimonies from others that support Jeff's knowledge, dedication, and the new products developed by Tahoe Meds/Evexia Science.

In summary, Tahoe Meds/Evexia Science has a proven record as a successful business. This achievement will readily transfer to success in the medical and recreational market in Loyalton. High safety standards, quality products, and business acumen will be paramount. Their business will also contribute to the financial well-being of Loyalton. Therefore, I recommend that the application for a business license be approved.

Sincerely,

Doreen K. Naughton, RDH, BSDH

Dental Hygiene Health Services

POB 968

Seahurst, WA 98068-0968

206-241-2023

[rdhdoreen@aol.com](mailto:rdhdoreen@aol.com)

7/17/2018

Gmail - Evexia



Tracy Smith <loyalton.klombardi@gmail.com>

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## Evexia

**Bradford Liebman** <bliebman@comcast.net>  
To: loyalton.klombardi@gmail.com  
Cc: Jeffrey Naughton <jeffrey@jeffreynaughton.com>

Tue, Jul 17, 2018 at 9:36 AM

Dear Loyalton City of Commerce:

My name is Bradford Liebman. I am 79 years old and suffer from diabetes and a very difficult tremor. I have been under the care of many physicians of every specialty in the effort to solve this problem. No one was able to help me - I was quite helpless -until now. Under the advice and care of Jeffrey Naughton and his fine staff at Evexia, I am now free from the tremor I was unable to cure. My primary physician is now recommending other patients that have similar problems to contact Evexia for the treatment I now enjoy.

Please be aware that Jeffrey Naughton and his staff are knowledgeable, professional, and caring in every aspect - they deserve your approval to continue the fine work they are providing. You will not be disappointed - this operation will make the town of Loyalton proud.

Sincerely,

Bradford Liebman

Kathy LeBlanc

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**From:** Laura Ryan [lauracryan63@gmail.com]  
**Sent:** Tuesday, July 17, 2018 11:14 AM  
**To:** cityofloyalton@digitalpath.net  
**Subject:** Jeffrey Naughton

Dear Loyalton Town Council:

This letter is in reference to Jeffrey Naughton's character and his proposed cannabis business. I am sorry I am not able to come to tonight's meeting.

I have lived in Truckee since 1987. I managed the Best Western for 20 years before retiring. My husband, Mike, is a veterinarian and owned Sierra Pet Clinic before his retirement in 2009. We both are in support of Jeffrey, whom we have known for years.

Had Truckee decided to allow a cannabis dispensary and manufacturing I would have supported Jeffrey 100%. He is honest, hard working, intelligent and has been paying taxes on his business for years. You would be hard pressed to find someone as diligent and caring with as much business sense as Jeff.

I would highly support Jeffrey as a new business owner in Loyalton.

Respectfully submitted,

*Laura Ryan*

530 587 3517  
530 386 1233