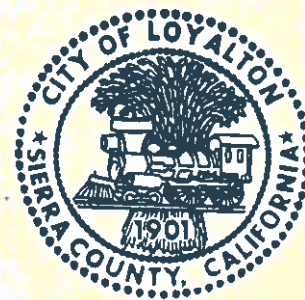


CITY OF LOYALTON

COUNTY OF SIERRA
605 SCHOOL STREET
P.O. BOX 128
LOYALTON, CALIFORNIA 96118
(530) 993-6750



OFFICE OF THE MAYOR

**AGENDA FOR THE REGULAR MEETING OF THE
LOYALTON CITY COUNCIL
6:00 P.M. – CITY HALL AUDITORIUM
605 SCHOOL STREET
APRIL 20TH, 2021
NEXT ORDINANCE #423
NEXT RESOLUTION NO. 1-2021**

**AGENDA & PACKET AVAILABLE ON CITY WEB SITE
cityofloyalton.org**

Any person with a disability may submit a request for reasonable modification or accommodation to the above-described means for accessing and offering comment at the meeting to Kathy LeBlanc, City Clerk, at [\[ofclerk-cityofloyalton@psln.com\]](mailto:ofclerk-cityofloyalton@psln.com) who will swiftly resolve such request.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **ANNOUNCEMENTS**
 1. Letter from State Water Resources Control Board (Attachment)
6. **APPROVAL OF MINUTES**
 - Regular Meeting March 16th, 2021 (Attachment)
 - Special Meeting March 30th, 2021 (Attachment)
7. **STAFF REPORTS**
 1. Mayor to give update on Animal Control
 2. Pool update.
8. **PRESENTATION OF THE RICHARD MEDER AWARD**

9. **TIMED ITEM 6:30 PUBLIC HEARING HOUSING ELEMENT**
1. Review of Final Draft for Housing Element and Staff Report

10. **PUBLIC COMMENT**

This is an opportunity for members of the public to address the Council on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the City Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Council **cannot take action on any item not on the posted agenda.**

11. **FIRE DEPARTMENT REPORT**

12. **FINANCIAL COMMITTEE REPORTS**

1. Financial Committee Report/Update

- Approval of Reconciled Accounts for March, 2021 (Attachment)
- Approval of Bill Sheet March 2021 (Attachment)
- Acknowledgment of Approval of Fund Transfer from General 1956 to Enterprise Loan MM 0559 not to exceed \$24,000.00 (Attachment)
- Acknowledgment of Approval of Fund Transfer from WWTP Settlement 4387 to General 1956 for Farr West Engineering Clean up and Abatement Order Phase 2 not to exceed \$4,746.75 (Attachment)

13. **PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION**

14. **OTHER COMMITTEE REPORTS**

15. **DISCUSSION AND POSSIBLE ACTION ITEMS**

1. Discussion and Possible Action regarding Approval of Resolution #1-2021 City of Loyalton adopting a notice of exemption pursuant to CEQA and Adopting General Plan Amendment GPA-2021-1 including update to the General Plan Housing Element (Attachment)
2. Discussion and Possible Action regarding the City of Loyalton capacity for water and sewer for Loyalton Mobile Park. (Doug Lawlor)
3. Discussion and Possible Action regarding FEMA Projects (Attachment)
4. Discussion and Possible Action regarding SALT Program (Attachment)
5. Discussion and Possible Action regarding adjustment to fees for City Attorney. (Attachment)
6. Discussion and Possible Action regarding Abatement Property 11 Zollinger.
7. Discussion and Possible Action regarding repair of fence at WWTP.

8. Discussion and Possible Action regarding removal of B. Mitchell as signer
On all Plumas Bank accounts and adding an additional signer.
9. Discussion and Possible Action regarding Scope of Work for Cleaning and
Inspection of Water Tanks. (Attachment)
10. Discussion and Possible Action regarding appointment of Council Member
To fill vacancy on City Council (Attachment)

16. **AGENDA INPUT FOR UPCOMING MEETINGS**

17. **BOARD MEMBER CLOSING REMARKS**

18. **ADJOURNMENT**

March 16th, 2021

REGULAR MEETING

The Regular meeting of the Loyalton City Council was called to order by Vice-Mayor S. Jackson on March 16th, 2021 at 6:00 p.m. Loyalton City Auditorium

COUNCIL MEMBERS PRESENT

Vice-Mayor S. Jackson, N. Rogers, J. Markum, D. Riede,

COUNCIL MEMBERS ABSENT

STAFF PRESENT

City Clerk- Kathy LeBlanc, Bookkeeper- Jamie Stockdale

GUESTS PRESENT

J. Mertton, J. Buck, R. DeMartini, P. DeMartini, J. Mitchell, D. Lawlor

APPROVAL OF AGENDA

It was moved by D. Riede, seconded by N. Rogers, to approve the agenda as presented. Motion carried.

ANNOUNCEMENTS

1. A letter from Gary Price regarding an update on the process of the Housing Element stating that the document has been submitted for review.
2. A letter was received by B. Mitchell regarding his resignation from City Council as his primary residence has changed.

APPROVAL OF MINUTES

1. It was moved by J. Markum, seconded by N. Rogers to approve the minutes of the Regular Meeting of February 16, 2021. Motion carried.

STAFF REPORTS/WRITTEN COMMUNICATIONS

Councilmember Riede reported that we have received several applications for the Maintenance Worker. She will do background checks and bring back to the council recommendations for the council. Councilmember Markum will conduct interviews.

RE-APPOINTMENT OF MAYOR AND VICE MAYOR

1. It was moved by J. Markum, seconded by D. Reide to appoint S. Jackson as Mayor. Motion carried.
2. It was moved by D. Reide, seconded by S. Jackson to appoint N. Rogers as Vice-Mayor. Motion Carried. J. Markum opposed.

RE-APPOINTMENT OF COMMITTEES

1. It was moved by S. Jackson, seconded by N. Rogers to appoint N. Rogers, J. Markum with D. Riede as alternate for LAFCO. Motion carried.
2. It was moved by S. Jackson, seconded by N. Rogers to appoint J. Markum to the SVGWMD. Motion carried.

TIMED ITEM LOUIS SEQUEIDO

1. Louis Sequeido addressed the Council on the Grant Proposal project for the Pool. He stated that they are awaiting news regarding the insurance claim for the vandalism at the pool. He also stated that he is working with J. Markum on the CEQA report. He stated that he has been in contact with Q & D Construction who has offered to donate time and equipment for demo and removal of pool building. He stated that most of demo material can be recycled. Councilmember Rogers reported that the pool cleanup could be scheduled for June. Councilmember Markum thanked Louis for all his help.
2. Louis Sequeido President of the Little League gave a brief report for the Council in regards to the Ball Fields. He stated that there has been some conflict with the High School in regards to use of the fields. Mayor Jackson will contact High School. He also requested the use of the ball fields for upcoming season. He was decided by consensus of the council to grant use of the ball fields.

PUBLIC COMMENT

1. J. Buck wanted to thank K. Jordan for the clean-up in front of City Hall. She also inquired about the CARES act monies if the City was getting any more. Mayor Jackson stated she hasn't heard anything.
2. P. DeMartini inquired about pruning trees downtown.
3. R. DeMartini inquired about the trees on Alleghany. Councilmember Rogers will work on the tree project.
4. Doug Lawlor from the Loyaltan Mobile Park gave an update on the status of clean up at the Park. He also stated he is setting up a meeting with members of the council and Sierra County.

FIRE DEPARTMENT REPORT

Assistant Chief R. DeMartini reported to the council stating that the Fire Department has had 37 calls so far this year. He also reported that Surplus Brush Truck should be available for pick up next week. He wanted to remind the public of the upcoming Fire Season and to stay vigilant for fire protection. Councilmember Markum inquired about assisting at the WWTP if we were to burn the weed. He stated the Fire Department could assist if needed.

FINANCIAL COMMITTEE REPORT/UPDATE

S. Jackson reported that the Finance Committee met with Bookkeeping Staff and scheduled a Finance Meeting for the second Tuesday of every month.

1. It was moved by J. Markum, seconded by N. Rogers to approve the reconciled Accounts for February 2021. Motion carried.

2. After a brief discussion, it was moved by J. Markum, seconded by N. Rogers to approve the bill sheet not to exceed \$145,721.77. Motion carried.

ACKNOWLEDGEMENT OF APPROVAL OF FUNDS TRANSFERS

1. It was moved by J. Markum, seconded by D. Reide to approve the fund transfer from General 1956 to Enterprise MM 0559 not to exceed \$30,000. Motion carried.
2. It was moved by J. Markum, seconded by D. Riede to approve the fund transfer from Fire Department Reserve 7243 to Fire Department General 1956 for purchase of surplus Fire Engine from Truckee Meadows not exceed \$20,000. Motion carried
3. It was moved by D. Riede, seconded by N. Rogers to approve fund transfer Fire Department General 1956 to Fire Department Reserve 7243 for Sheep Fire not to exceed \$41,410.69. Motion carried.
4. It was moved by J. Markum, seconded by N. Rogers to approve fund transfer Fire Department General 1956 to Fire Department Reserve 7243 for Apple Fire not to exceed \$732.78. Motion carried.
5. It was moved by J. Markum, seconded by N. Rogers to approve fund transfer Fire Department General 1956 to Fire Department Reserve 7243 for Loyaltan Fire not to exceed \$27,829.29. Motion carried.
6. It was moved by J. Markum, seconded by N. Rogers to approve fund transfer Fire Department General 1956 to Fire Department Reserve 7243 for BTU Complex Fire not to exceed \$32,562.21. Motion carried.

REIMBURSEMENT FOR USDA

None

PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION

1. Councilmember Rogers reported that maintenance crew has been filling potholes. She also reported that there is new vandalism at the park. She has been in contact with the Sherriff's Department to increase patrols of the park. She will also see if she can get volunteers to clean up the cemetery.

OTHER COMMITTEE REPORTS

1. Jackie Mitchell addressed the Council with an update on the Fire Department Shed to house the Fire engine. She also thanked office staff for the report regarding the Museum Fund.

DISCUSSION AND POSSIBLE ACTION ITEMS

1. After a brief discussion It was moved by J. Markum, seconded by N. Rogers to authorize up to \$10,00 for purchase of new truck. Motion carried.
2. After a brief discussion It was moved by D. Riede, seconded by N. Rogers to approve Task Order #7 from Farr West for Preliminary Environmental Hazard Assessment Report. Motion carried.
3. This item regarding filling vacancy on City Council will be added to the next agenda. Mayor Jackson would like the City Clerk to contact applicants and have them at the next meeting.

INPUT FOR UPCOMING MEETINGS

None

CLOSING REMARKS

None

Meeting Adjourned

APPROVED: _____
Mayor Jackson

ATTEST: _____

Kathy LeBlanc, City Clerk

DRAFT

March 30th, 2021

SPECIAL MEETING

The special meeting of the Loyalton City Council was called to order by Vice-Mayor Rogers on March 30th, 2021 at 10:00 a.m.

COUNCIL MEMBERS PRESENT

Vice-Mayor N. Rogers, D. Riede, J. Markum

COUNCIL MEMBERS ABSENT:

Mayor S. Jackson

STAFF PRESENT

K. LeBlanc- City Clerk

GUESTS PRESENT

None

APPROVAL OF AGENDA

1. It was moved by D. Riede, seconded by J. Markum to approve the agenda. Motion carried.

ANNOUNCEMENTS

None

STAFF REPORTS

None.

PUBLIC COMMENT

None

DISCUSSION AND POSSIBLE ACTION

1. The Council reviewed the 6 applicants for the Maintenance Job. After a brief discussion it was moved by J. Markum, seconded by D. Redie to approve the hire of Jeremiah Mark full time at \$16.00 per hour with a 1 year probation period. Motion carried.

MEETING ADJOURNED

APPROVED: _____

Vice-Mayor N. Rogers

ATTEST: _____

Kathy LeBlanc- City Clerk



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

March 22, 2021

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

ONGOING DRY CONDITIONS IN MOST CALIFORNIA WATERSHEDS – PREPARE FOR DROUGHT IMPACTS STATEWIDE

After two years of low precipitation, the U.S. Drought Monitor now reports that 95 percent of California is experiencing Moderate to Exceptional Drought. Reservoir and groundwater levels are significantly below average, and despite recent storms, snowpack is only 58 percent of average as of March 10, 2021. Continued dry conditions can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users. Hydrologic conditions since 2020 have been very similar to the drought years of 2014 and 2015.

Your early efforts can help minimize the potential impact of water management actions on businesses, homes, farms, and California's public trust resources. Start planning now for potential water supply shortages later this year and identify practical actions you can take to increase drought resilience, such as increasing water conservation measures, reducing irrigated acreage, managing herd size, using innovative irrigation and monitoring technologies, or diversifying your water supply portfolio.

The Division of Water Rights (Division) relies on accurate and timely water use data from you and other diverters to help manage California's water. All diverters must report their annual water use, and many diverters must report diversion metering or measuring data. By accurately reporting your water diversion and use data on time, you fulfill your legal reporting obligation and provide critically important information for managing the state's water resources.

The Division is monitoring the situation closely and plans to engage more frequently with water users if dry conditions continue or worsen. We encourage you to work collaboratively with your community to develop cooperative water management solutions that meet both local and state-level needs.

More information on **Drought Conditions** can be found at: <https://www.drought.gov/drought-status-updates/drought-status-update-california-nevada>

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

CITY OF LOYALTON PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City of Loyalton will hold a public hearing during the regular City Council meeting on Tuesday, April 20, 2021, at 6:00 p.m. at the Loyalton City Hall Auditorium at 605 School Street, Loyalton, to consider the following:

- **Adoption of the 2019-24 Housing Element Update**

The purpose of the Housing Element, part of the City's General Plan, is to address existing and future housing needs for all Loyalton residents and economic groups. The City conducted two previous public workshops on October 20, 2020 and February 16, 2021, to receive comments to help understand public concerns.

Please feel welcome to download a copy of the final draft at:

<https://www.cityofloyalton.org/>

Copies of the draft document are also available for purchase or review at City Hall at 605 School Street, Loyalton, CA during normal business hours. All interested persons are invited to present testimony on the matter at the meeting, and/or submit written comments prior to and/or during the meeting. Additional information may be obtained regarding this matter and you may also request an electronic version of the document by contacting Kathy LeBlanc, City Clerk, (530) 993-6750 or by e-mail at ofclerk-cityofloyalton@psln.com

The City of Loyalton does not discriminate in housing or employment on the basis of race, religion, sex, age, national origin, or disability. The location of the public hearing is fully accessible to mobility-impaired individuals.

In compliance with the Americans with Disabilities Act, the City of Loyalton encourages those with disabilities to participate fully in the public hearing process. If you require special accommodations in order for you to attend or participate in this public meeting process, please contact the City Clerk at (530) 993-6750 or by e-mail at ofclerk-cityofloyalton@psln.com well in advance of the public hearing so that we may make every reasonable effort to accommodate you.

POSTED: April 8, 2021
By: Kathy LeBlanc
City Clerk

**CIUDAD DE LOYALTON
AVISO DE AUDIENCIA PÚBLICA**

POR LA PRESENTE SE DA AVISO de que la Ciudad de Loyalton llevará a cabo una audiencia pública durante la reunión regular del Concejo Municipal el martes 20 de abril de 2021 a las 6:00 p.m. en el Auditorio del Ayuntamiento de Loyalton en 605 School Street, Loyalton, para considerar lo siguiente:

- Adopción de la actualización del elemento de vivienda 2019-24

El propósito del Elemento de Vivienda, parte del Plan General de la Ciudad, es abordar las necesidades de vivienda existentes y futuras para todos los residentes y grupos económicos de Loyalton. La Ciudad realizó dos talleres públicos anteriores para obtener comentarios públicos preliminares el 20 de octubre de 2020 y el 16 de febrero de 2021, para recibir comentarios que ayuden a comprender las preocupaciones del público.

Siéntase bienvenido a descargar una copia del borrador final en:

<https://www.cityofloyalton.org/>

Las copias del borrador del documento también están disponibles para su compra o revisión en el Ayuntamiento en 605 School Street, Loyalton, CA durante el horario laboral normal. Todas las personas interesadas están invitadas a presentar su testimonio sobre el asunto en la reunión y / o enviar comentarios por escrito antes y / o durante la reunión. Se puede obtener información adicional sobre este asunto y también puede solicitar una versión electrónica del documento comunicándose con Kathy LeBlanc, Secretaria Municipal, (530) 993-6750 o por correo electrónico a ofclerk-cityofloyalton@psln.com

La Ciudad de Loyalton no discrimina en materia de vivienda o empleo por motivos de raza, religión, sexo, edad, origen nacional o discapacidad. La ubicación de la audiencia pública es totalmente accesible para personas con problemas de movilidad.

De conformidad con la Ley de Estadounidenses con Discapacidades, la Ciudad de Loyalton alienta a las personas con discapacidades a participar plenamente en el proceso de audiencia pública. Si necesita adaptaciones especiales para poder asistir o participar en este proceso de reunión pública, comuníquese con el Secretario de la Ciudad al (530) 993-6750 o por correo electrónico a ofclerk-cityofloyalton@psln.com con suficiente anticipación a la audiencia pública. que podemos hacer todos los esfuerzos razonables para adaptarse a usted.

PUBLICADO: 8 de abril de 2021

Por: Kathy LeBlanc

Secretario de la ciudad

CITY OF LOYALTON

CITY COUNCIL STAFF REPORT

MEETING OF: April 20, 2021

Subject: 2019-24 Housing Element Update

From: Kathy LeBlanc, City Clerk
Gary Price, Contract Planner



- Recommended Action:**
1. Conduct public hearing and consider comments from the public and adopt the Housing Element Update (see attached Resolution 1-2021)
 2. Determine that the project is exempt from environmental review (see attached Notice of Exemption).

The public, and/or Councilmembers may review the document from the City's Website at:

<https://www.cityofloyalton.org/>

BACKGROUND:

The Housing Element, one of seven State mandated elements that comprise the General Plan, is a policy document that provides an assessment of housing characteristics and needs in the community and establishes programs to improve housing to meet these needs. In accordance with California Government Code Sections 65580-65589, the Housing Element must be updated regularly; generally, every 4 to 5 years. Loyalton's current Housing Element was approved by the State Department of Housing and Community Development ("HCD") for the period 2014-19 (5th State Planning Cycle). Also, for the City to access important grants, such as from the Community Development Block Grant Program, the City must have an up-to-date HCD-approved Housing Element. Consequently, the City is pursuing an update of the Housing element for the period 2019-24 (6th State Planning Cycle).

The City Council has conducted two public workshops to obtain public input and to become more familiar with the Housing Element document. During the last workshop, held on February 16, 2021, the Council reviewed the preliminary draft of the document while the document was undergoing review by HCD. HCD met with the City's planning consultant, Gary Price, on February 26 and March 25, 2021, to provide edit recommendations. Document revisions were submitted to HCD a second time on March 26, 2021. The attached letter of March 30, 2021,

from HCD indicates that the preliminary draft complies with State Housing Law, so the next step is for the City to adopt it and submit the final draft to HCD for final approval.

PUBLIC/AGENCY COMMENTS:

Appendix A of the Housing Element document includes a complete summary of all public comments received and responded to and the City's efforts referenced in the development of the Housing Element Update. The City received comments the City Planner, John Benoit and Sierra County Planner, Brandon Pangman. Also, during the last public workshop on subject, comments were made by Phyliss DeMartini, Jillian Freeto, and Jackie Merton. The document did undergo some revisions as a result of these comments. Staff will continue to receive, assemble and circulate to the City Council, public comments received between the time this staff report has been published and the date of this meeting.

SUMMARY OF DOCUMENT REVISIONS:

1. Date was revised in a few tables to respond to accuracy recommendations made by Sierra County staff.
2. Vacant and Zoning Maps were amended to be more clear.
3. A number of changes made in response to HCD comments as follows:
(February 26, 2021 changes):
 - a. Added more information on extremely low income households on Pages 30 – 33.
 - b. Added additional information of Accessory Dwelling Unit (ADUs) requirements and new Program 3-3-7 regarding marketing the production of ADUs.
 - c. Added more discussion on access constraints to R-2 Zoned vacant site identified as the site for lower-income housing on Pages 65 and 66. Program 3-3-6 was amended to ensure access is obtained on the vacant R-2 zoned site.
 - d. New Program 3-3-7, ADU Marketing, was added in accordance with CGC 65583.*(March 25, 2021 changes):*
 - e. Added discussion on Page 41, regarding development trends.
 - f. Added discussion on building code provisions to Page 53.
 - g. Added further discussion on Pages 59 and 60, regarding how the City conducts development review.
 - h. Revised Page 64 regarding density allowances.
 - i. Added clarification of Table 4-6, regarding general plan density allowance on Page 66.
 - j. Added clarification regarding development trends on Page 72.
7. Amended Program 1-1-2 to include reference to extremely low-income households.
- k. Added new Program 1-1-3, regarding the need to post the General Plan, Zoning Code and Development Fee Schedule on the City's website.
9. Amended Program 1-3-1 to include reference to extremely low-income housing.
10. Amended Program 1-3-2 to include reference to extremely low-income housing.

ENVIRONMENTAL DETERMINATION:

Update of the Housing Element, a policy document for the City, qualifies under the general rule of the California Environmental Quality Act Guidelines (CEQA). Section 15061(b)(3) states that

CEQA applies only to projects, “Where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment.” Any project that is carried out as a result of implementing the Housing Element will be subject to separate environmental review in accordance with CEQA. Therefore, adoption of the Housing Element is exempt from CEQA. The Council should make this determination and direct the filing of a Notice of Exception.

ALTERNATIVES:

The City Council should open and close the public hearing and consider the staff/consultant team’s recommendation, and public comments and then either approve the proposed general plan amendment adopting Resolution 1-2021 or continue this item with specific direction. Should the Council continue this matter, it should be scheduled for a meeting as soon as possible.

QUESTIONS/COMMENTS: Please feel welcome to contact the City’s planning consultant, Gary Price, at (530) 218-1059 or gary@plannerprice.com with any questions regarding the draft document before the meeting. It is always good to provide staff the opportunity to address questions before the meeting to allow time to research answers and possibly present them for the understanding of the entire commission at the meeting.

ATTACHMENT:

1. Letter from HCD
2. Resolution 1-2021
3. 2019-24 Housing Element Final Draft

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



March 30, 2021

John Benoit, City Planner
City of Loyalton
605 School Street
Loyalton, CA 96118

Dear John Benoit:

RE: Review of the City of Loyalton's 6th Cycle (2019-2024) Draft Housing Element

Thank you for submitting the City of Loyalton's (City) draft housing element update received for review on February 9, 2021 along with revisions received on March 24, 2021. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a telephone conversation on March 24, 2021 with Gary Price of Price Consulting Services.

The draft element, incorporating the revisions submitted, meets the statutory requirements of State Housing Element Law. The housing element will comply with State Housing Element Law (Article 10.6 of the Gov. Code) when it is adopted, submitted to and approved by HCD, in accordance with Government Code section 65585, subdivision (g).

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

For your information, some general plan element updates are triggered by housing element adoption. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at:

http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and
http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criterion. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable

John Benoit, City Planner
Page 2

Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates the hard work and dedication you and Gary Price provided in preparation of the City's housing element and looks forward to receiving the City's adopted housing element. If you have any questions or need additional technical assistance, please contact Colin Cross, of our staff, at colin.cross@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan West". The signature is fluid and cursive, with the first name "Shannan" being more prominent than the last name "West".

Shannan West
Land Use & Planning Unit Chief

Kathy LeBlanc

From: Gary Price [gary@plannerprice.com]
Sent: Monday, April 12, 2021 3:41 PM
To: Kathy LeBlanc
Cc: Jessica Dugan
Subject: April 20-City Council Housing Element Adoption
Attachments: Loyalton Housing Element 2019-24-Final Draft Amendment No. 1.pdf

Hi Kathy,

I talked with Jessica Dugan, Farr West Engineering Services, who is working on the Flood Mitigation study for the City of Loyalton. She suggested minor language changes to Program 3-3-5 (Page 95) of the Housing Element document as follows:

NEW PROGRAM 3-3-5, Floodplain Mitigation Program: The City will conduct a study of development constraints to all residentially zoned vacant parcels located in the 100-year floodplain within Loyalton. The study will provide potential recommendations for appropriate mitigation for development of housing within these areas. The City will coordinate the study with property owners and potential housing developers to improve housing development prospects in Loyalton.

We discussed the need to clarify that this study is not intended to be an engineered study with flood modeling. However, recommendations in the study could include conducting some modeling in the future. So I have made these changes to the attached document referenced as Loyalton Housing Element 2019-24-Final Draft Amendment No. 1.pdf. This would be considered a minor change and is not expected to draw concerns from the California Department of Housing and Community Development Department (HCD) when they receive the final adopted document for approval. We will need to reference the change when we send the document to HCD, however. We can also expect to have some other minor revisions made to the document as a result of the Council's public review of the document on April 20.

Please use this attached document and provide a copy of this email to the City Council with the staff report and resolution of adoption I sent over to you last week for the April 20, meeting.

Please contact me should you have any questions.

Best Regards,

Gary

Price Consulting Services

530-272-6434 (Business)

530-218-1059 (Cell)

www.plannerprice.com



Acknowledgement of Approval, City of Loyalton

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

General Account (1956)	2/28/2021	(\$116,767.74)	Reconciled	4/14/2021
CDBG Account (0059)	3/21/2021	(\$14,164.12)	Reconciled	3/30/2021
F.D. Reserve (7243)	3/31/2021	(\$26,359.19)	Reconciled	4/12/2021
General Savings (0322)	3/21/2021	(\$29,418.64)	Reconciled	3/30/2021
Enterprise-W&S (0559)	3/31/2021	(\$307,908.79)	Reconciled	4/15/2021
WWTP Settle. (4387)	3/31/2021	(\$200,121.32)	Reconciled	4/12/2021
Cares Act (0998)	3/31/2021	(\$0.00)	Reconciled	4/12/2021
LAIF Account (496)	3/31/2021	(\$2,026,987.80)	Reconciled	4/08/2021
CalTrust (29130)	3/31/2021	(\$101,372.67)	Reconciled	4/08/2021

This authorization took place at the council meeting held on 04/20/21 and will be further reflected in the council minutes of this meeting.

Authorized Signature Sarah Jackson, Mayor, Dated 04/20/21

9:40 AM
04/14/21

Cash Basis

City of Loyalkon
Bills Paid

As of March 31, 2021

Type	Date	Num	Name	Memo	Paid Amount
Enterprise Loan MM 0559					
Transfer	03/05/2021			Funds Transfer	4,500.00
Transfer	03/05/2021			Funds Transfer	1,500.00
Transfer	03/12/2021			Funds Transfer	1,500.00
Transfer	03/12/2021			Funds Transfer	4,500.00
Transfer	03/19/2021			Funds Transfer	1,500.00
Transfer	03/19/2021			Funds Transfer	4,500.00
Transfer	03/26/2021			Funds Transfer	1,500.00
Transfer	03/26/2021			Funds Transfer	4,500.00

Total Enterprise Loan MM 0559

24,000.00

General Funds

General Checking 1956- NEW

Liability C...	03/05/2021		Employment Developm...	69817369	-294.78
Liability C...	03/05/2021		US Treasury-941	94-6000364	-1,125.56
Liability C...	03/19/2021		Employment Developm...	69817369	-230.77
Liability C...	03/19/2021		US Treasury-941	94-6000364	-1,099.16
Check	03/31/2021		US Treasury-941	Penalty increas for June 2020	-394.30
Liability C...	03/31/2021		US Treasury-941	94-6000364	-839.86
Transfer	03/25/2021			Funds Transfer for Brush Enging purchase fro...	20,000.00
Check	03/01/2021		United Healthcare Insu...	J. Cussins Health Insurance	-283.11
Transfer	03/05/2021			Funds Transfer	-1,500.00
Transfer	03/12/2021			Funds Transfer	-1,500.00
Transfer	03/12/2021			Funds Transfer	-4,500.00
Transfer	03/19/2021			Funds Transfer	-1,500.00
Transfer	03/19/2021			Funds Transfer	-4,500.00
Transfer	03/26/2021			Funds Transfer	-1,500.00
Transfer	03/26/2021			Funds Transfer	-4,500.00
Paycheck	03/01/2021	6779	Cussins, John C	VOID: March 2021 Re-entered as non payroll	0.00
Check	03/01/2021	6779	John Cussins Retiree	March 2021	-1,143.52
Paycheck	03/01/2021	6780	Jardin, Patsy E	VOID: March 2021 Re-entered as non payroll	0.00

9:40 AM
04/14/21

Cash Basis

City of Loyalton
Bills Paid
As of March 31, 2021

Type	Date	Num	Name	Memo	Paid Amount
Check	03/01/2021	6780	Patsy Jardin Retiree	March 2021	-1,814.60
Paycheck	03/01/2021	6781	McGarity, Orville D	VOID: March 2021	0.00
Check	03/01/2021	6781	Orville McGarity Retiree	Mar 2021	-265.09
Paycheck	03/01/2021	6782	Yegge, Donald M.	VOID: March 2021 Re-entered as non payroll	0.00
Check	03/01/2021	6782	Donald Yegge Retiree	March 2021	-437.31
Check	03/01/2021	6783	Sarah Jackson	March 2021 Council	-49.50
Check	03/01/2021	6784	Nancy Rogers	March 2021 Council	-49.50
Check	03/01/2021	6785	Joy Markum	VOID: March 2021 Council - Joy accidentally bur...	0.00
Check	03/01/2021	6786	Darlene Riede	March 2021 Council	-49.50
Check	03/01/2021	6787	Kathy LeBlanc	March 2021 Council - City Clerk	-150.00
Bill Pmt -...	03/03/2021	6789	Liberty Utilities		-5,393.97
Bill Pmt -...	03/03/2021	6790	Pitney Bowes Lease	Pitney Lease	-164.55
Bill Pmt -...	03/03/2021	6791	Postmaster	Fee renewal	-245.00
Bill Pmt -...	03/03/2021	6792	Sierra Booster	Employment Ad	-172.15
Bill Pmt -...	03/03/2021	6793	Sierra Garage	Water Pump Replace for Chevy	-784.75
Bill Pmt -...	03/03/2021	6794	Sierra Valley Home Ce...	1100	-137.55
Bill Pmt -...	03/03/2021	6795	USA Blue Book	Replacement Chart Motor	-232.52
Check	03/03/2021	6796	Jamie M Stockdale	Mileage Reimbursement	-127.65
Paycheck	03/05/2021	6797	Jordan, Keith S.		-1,566.16
Paycheck	03/05/2021	6798	LeBlanc, Katherine L		-636.27
Paycheck	03/05/2021	6799	Stockdale, Jamie		-1,198.59
Paycheck	03/05/2021	6800	Wall, Phillip G		-1,599.45
Bill Pmt -...	03/03/2021	6801	Gary Price	Housing Element Update Planning Services	-7,000.00
Bill Pmt -...	03/03/2021	6802	Sierra County Auditor	Police Contract/March 2021	-1,250.00
Bill Pmt -...	03/03/2021	6803	Fields Data Recovery	VOID: Already paid	0.00
Check	03/03/2021	6804	Petty Cash (Jamie Stoc...		-104.30
Check	03/01/2021	6805	Joy Markum	March City Council 2021	-49.50
Bill Pmt -...	03/10/2021	6806	Farr West Engineering		-2,457.50
Bill Pmt -...	03/10/2021	6807	O'Reilly Auto Parts		-183.10
Bill Pmt -...	03/10/2021	6808	Plumas-Sierra Telecom...		-109.00
Bill Pmt -...	03/10/2021	6809	Plumas Sierra Rural El...		-5,900.90
Bill Pmt -...	03/10/2021	6810	Porter Simon Professio...	92132-13200M	-1,020.00

9:40 AM
04/14/21

Cash Basis

City of Loyaltan
Bills Paid

As of March 31, 2021

Type	Date	Num	Name	Memo	Paid Amount
Bill Pmt -...	03/10/2021	6811	S.C.O.R.E.	Monthly Liability Insurance	-1,146.32
Bill Pmt -...	03/10/2021	6812	USA Blue Book		-232.52
Bill Pmt -...	03/10/2021	6813	Verizon Wireless	370745244-000001	-99.07
Bill Pmt -...	03/10/2021	6814	Xerox Corporation	951429299	-400.09
Paycheck	03/19/2021	6815	Jordan, Keith S.		-1,611.05
Paycheck	03/19/2021	6816	LeBlanc, Katherine L		-653.89
Paycheck	03/19/2021	6817	Stockdale, Jamie		-1,033.13
Paycheck	03/19/2021	6818	Wall, Phillip G		-1,641.47
Bill Pmt -...	03/17/2021	6819	AT&T CALNET 3		-99.97
Bill Pmt -...	03/17/2021	6820	EPHCC- Eastern Plum...		-56.00
Bill Pmt -...	03/17/2021	6821	Intermountain Disposal...	Trash Service	-154.62
Bill Pmt -...	03/17/2021	6822	Office Depot Business ...	6011566601303179	-43.95
Bill Pmt -...	03/17/2021	6823	Sierra County Tax Coll...		-3,677.59
Bill Pmt -...	03/17/2021	6824	Silver State Analytical ...	BOD-5	-63.00
Bill Pmt -...	03/24/2021	6825	Santander Bank, N.A.	All-Poly Tanker Fire Payment	-15,536.20
Bill Pmt -...	03/24/2021	6826	Cashman Equipment C...	Replace engine coolant heater	-948.39
Bill Pmt -...	03/24/2021	6827	Truckee Meadows Fire ...	Purchase of Type 111 Brush Engine	-20,000.00
Bill Pmt -...	03/24/2021	6828	Current Electric & Alar...	Security System	-120.00
Bill Pmt -...	03/24/2021	6829	Joshua's Ironworks, Inc.	Towing for Dodge Truck	-170.00
Bill Pmt -...	03/24/2021	6830	Amerigas*	201913977	-2,794.46
Bill Pmt -...	03/24/2021	6831	Silver State Analytical ...		-155.00
Bill Pmt -...	03/24/2021	6832	Pitney Bowes Inc Purc...	8000-9000-0953-9911	-176.00
Check	03/24/2021	6843	Shawn Heywood (C)	Reimbursement for Data Recovery	-895.00

Total General Checking 1956- NEW -89,767.19

General Contingency Saving 0322

Total General Contingency Saving 0322

Total General Funds -89,767.19

Designated Funds

9:40 AM

04/14/21

Cash Basis

City of Loyaltton

Bills Paid

As of March 31, 2021

Type	Date	Num	Name	Memo	Paid Amount
WWTP Settlement	MM	4321			
Total WWTP Settlement	MM	4321			
WWTP Construction	1990				
Total WWTP Construction	1990				
Community Dev Block Grant	0059				
Total Community Dev Block Grant	0059				
Total Designated Funds					
TOTAL					-65,767.19

Acknowledgement of Approval, City of Loyaltan

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

Transfer From	Transfer To	Date	Amount
General Fund	Enterprise Loan MM 0559	05/07/2021	
	Water		1,500.00
	Sewer		4,500.00
General Fund	Enterprise Loan MM 0559	05/14/2021	
	Water		1,500.00
	Sewer		4,500.00
General Fund	Enterprise Loan MM 0559	05/21/2021	
	Water		1,500.00
	Sewer		4,500.00
General Fund	Enterprise Loan MM 0559	05/23/2021	
	Water		1,500.00
	Sewer		4,500.00
THIS TOTAL			\$24,000.00

This authorization took place at the council meeting held on 4/20/2020 and will be further reflected in the council minutes of this meeting.

Authorized Signature Sarah Jackson, Vice Mayor, Dated 4/20/2020

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
WWTP Settlement (4387)	General (1956)	4/20/2021	\$4,746.75

Clean up and Abatement Order

Phase 2

TOTAL **\$4,746.75**

This authorization took place at the regular council meeting held on 4/20/2021 and will be further reflected in the council minutes of this meeting.

Sarah Jackson, Mayor, Dated 4/20/2021

Authorized Signature

FARR WEST ENGINEERING

5510 LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
billing@farrwestengineering.com

CITY OF LOYALTON
PO BOX 128
LOYALTON, CA 96118-0128

Invoice number 14780
Date 01/08/2021

Project R4442-1781 LOYALTON, CITY OF -
CLEANUP AND ABATEMENT ORDER
(CAO) – PHASE 2

Period 11/28/20 to 12/31/20

Cleanup and Abatement Order (CAO) – Phase 2
TO #5

Description of Services: Work completed during this billing period included engineering calculations related to the pond water balance and whale volume estimates, preparation of a draft CAO resolution letter, correspondence with City staff (Nancy and John Cussins) and project management related items.

Professional Services

	Hours	Rate	Billed Amount
Deidre Blanton	0.75	75.00	56.25
Kristi Thompson	22.25	90.00	2,002.50
Lucas Tipton	16.00	168.00	2,688.00
Professional Services subtotal	39.00		4,746.75

Invoice total **4,746.75**

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	8,500.00	140.25	8,850.25	8,990.50	-490.50
Task 2.0 - CAO Reporting	11,500.00	4,606.50	8,767.50	13,374.00	-1,874.00
Task 3.0 - Pond Leak Detection Testing Oversight	12,500.00	0.00	12,240.75	12,240.75	259.25
Task 4.0 - Pond Leak Detection Subconsultant Services	226,526.50	0.00	210,483.25	210,483.25	16,043.25
Task 5.0 - Project Contingency	18,894.50	0.00	7,660.00	7,660.00	11,234.50
Total	277,921.00	4,746.75	248,001.75	252,748.50	25,172.50

General Fund

General Fund	Current Date: 03/31/2020	2020/2021 Budget
Ordinary Income/Expense		
Income		
Building Permits		\$ 4,000.00
Donations	86.00	
Property Taxes		
Supplemental	502.50	
Homeowners	407.26	
Clerk Fees	983.28	
Secured	37,866.75	
Unsecured	246.09	
Prior Year		
Total Property Taxes	40,005.88	\$ 45,000.00
Taxes & License Revenue		
Sales & Use	52,348.34	\$ 70,000.00
Franchise	7,347.21	\$ 7,700.00
Taxes & License Revenue - Other	172.00	
License & Permits	5,755.00	\$ 4,500.00
Total Taxes & License Revenue	65,622.55	\$ 82,200.00
Charges for Current Services		
Cemetery Plots		
Copies & Faxes	299.20	
Rent Income		
Auditorium Rental	65.00	
Social Hall	3,600.00	
Rent Income - Other	9,000.00	\$ 10,800.00
Service Area Revenue		
Charges for Current Services - Other		
Total Charges for Current Services	12,964.20	\$ 10,800.00
Revenue Use of Money & Property		
Interest Income	12,211.19	\$ 14,400.00
Revolving Loan		\$ 2,000.00
Total Revenue Use of Money & Property	12,211.19	
Miscellaneous Revenue		
Miscellaneous Revenue - SCORE		\$ 5,000.00
Miscellaneous Other	1,486.51	
Total Income	132,376.33	\$ 163,400.00
Expense		
Late Fee /DSA 796 Fees	85.40	
Finance Charge	28.11	
Small Tools & Equipment		
Small Tools & Equipment - Other	324.12	\$ 200.00

General Fund

General Fund		Current Date: 03/31/2020	2020/2021 Budget
	Safety	59.98	\$ 500.00
	Total Small Tools & Equipment	384.10	
	Repairs & Maintenance	2,496.07	\$ 2,400.00
	Building Repairs	3,363.00	\$ 23,520.00
	Utilities		
	Other		
	Security	216.00	\$ 200.00
	Internet - Broadband	147.15	\$ 200.00
	Propane	6,574.10	\$ 5,000.00
	Electric	2,599.87	\$ 5,000.00
	Electric for Discharge		
	Garbage Disposal	618.89	\$ 760.00
	Total Utilities	10,156.01	
	Equipment Repair & Maintenance	982.57	\$ 500.00
	Taxes		
	Solid Waste Benefit Assessment	4,816.04	\$ -
	Taxes - Other		
	Total Taxes	4,816.04	\$ -
	Salaries and Wages		
	Workers Comp.	649.91	\$ 1,500.00
	Payroll Tax Expense	5,113.08	\$ 2,300.00
	Payroll Expense		
	Part Time Wages	14,384.55	\$ 17,840.00
	Payroll Expense - Other	106.67	
	Total Payroll Expense	20,254.21	
	Salaries and Wages - Other	14,292.23	\$ 12,670.00
	Total Salaries and Wages	34,546.44	
	Employee Benefits		
	Nationwide City		
	Retirement	3,667.89	\$ 14,400.00
	Health Insurance		
	Total Employee Benefits	3,667.89	
	Services and Supplies		
	Postage	214.41	\$ 200.00
	Advertising	730.68	\$ 400.00
	Automobile Expense		
	Fuel	439.50	\$ 600.00
	Automobile Expense - Other	554.84	\$ 60.00
	Total Automobile Expense	994.34	
	Bank Service Charges	22.29	\$ 250.00
	Chemicals		
	Contracted Services	1,171.50	

General Fund

General Fund		Current Date: 03/31/2020	2020/2021 Budget
	Council Expense	3,190.46	\$ 4,770.00
	Health/Drug Screening		
	Professional Fees	1,327.90	\$ 2,000.00
	Consulting		
	Legal Fees	2,944.16	\$ 3,000.00
	Auditing Expense	2,608.50	\$ 5,000.00
	Accounting & Financial	1,444.00	\$ 7,000.00
	Building Permits	16.40	\$ 1,000.00
	Law Enforcement	8,750.00	\$ 15,000.00
	Total Contracted Services	21,452.92	
	Dues and Subscriptions	1,903.78	\$ 250.00
	Insurance		
	Liability Insurance	1,782.93	\$ 3,370.00
	Travel for SCORE		\$ 375.00
	Property Insurance		\$ 1,120.00
	Insurance - Other	5,851.00	\$ 1,065.00
	Total Insurance	7,633.93	
	Licenses and Permits		
	Miscellaneous	210.98	
	Meals		
	Total Miscellaneous	210.98	
	Office Expense	1,866.21	\$ 6,000.00
	Operating Supplies	1,165.79	\$ 500.00
	Telephone	314.26	\$ 670.00
	Training		
	Travel		
	Services and Supplies - Other	204.67	
	Total Services and Supplies	36,714.26	8,270.00
	Total Expense	97,239.89	\$ 139,620.00
	Other Expense		
	Transfers Out	10,000.00	\$ 13,780.00
	Prior Period Adjustment		
	Capital Outlay		
	Parks & Rec Grant Match		\$ 30,000.00
	Construction Costs		
	Total Construction Costs		
	Total Other Expense		\$ 43,780.00
	Total Expenses	\$ 107,239.89	\$ 183,400.00
	Net Income	\$ 25,136.44	\$ (20,000.00)
	DRAFT		

SEWER

	Sewer	Current Date: 3/31/2021	Budget 2020/2021
Ordinary Income/Expense			
Income			
	Transfer In from 4387 Settlement Reserve		\$ 30,000.00
Enterprise Income			
Sewer Service Income			
	Late Fees Sewer		-
	Uncollectible		-
	Sewer Service Income - Other	277,139.50	350,000.00
	Total Sewer Service Income	277,139.50	350,000.00
Revenue Use of Money & Property			
	Interest Income	13,536.03	15,300.00
	Dividend Income - CalTrust	270.28	
	Revolving Loan		-
	Total Revenue Use of Money & Property	13,806.31	15,300.00
	Total Income	290,945.81	380,000.00
Expense			
Late Fee			
Finance Charge			
Small Tools & Equipment			
	Safety	81.20	
	Small Tools & Equipment - Other	47.49	1,000.00
	Total Small Tools & Equipment	128.69	1,000.00
Repairs & Maintenance		1,358.19	8,000.00
Building Repairs			
Utilities			
	Other – generator fuel		
	Security	72.00	75.00
	Internet - Broadband	392.40	540.00
	Propane	2,831.45	2,200.00
	Electric	25,412.40	36,000.00
	Electric for Discharge		
	Garbage Disposal	432.03	650.00
	Total Utilities	29,140.28	39,465.00
Equipment Repair & Maintenance		6,296.15	8,000.00
Taxes			
	Solid Waste Benefit Assessment	861.96	840.00
	Taxes - Other		
	Total Taxes	861.96	840.00
Salaries and Wages			
	Workers Comp.	5,199.30	8,200.00
	Payroll Tax Expense	4,241.33	6,800.00

SEWER

Sewer		Current Date: 3/31/2021	Budget 2020/2021
Payroll Expense		12.66	
Part Time Wages		13,100.07	25,000.00
Payroll Expense - Temp			
Total Payroll Expense		13,100.07	25,000.00
Salaries and Wages - Other		32,962.63	50,000.00
Total Salaries and Wages		55,503.33	90,000.00
Employee Benefits			
Nationwide City			
Retirement		15,758.25	15,300.00
Health Insurance		990.90	3,400.00
Total Employee Benefits		16,749.15	18,700.00
Services and Supplies			
Postage		1,013.29	1,200.00
Advertising		309.36	
Automobile Expense			
Fuel		1,843.54	1,200.00
Automobile Expense - Other		749.84	500.00
Total Automobile Expense		2,593.38	1,700.00
Bank Service Charges		268.26	50.00
Chemicals		1,790.71	2,000.00
Contracted Services			
FEMA			
Annual Street Report			
Health/Drug Screening			30.00
Professional Fees			2,100.00
Consulting/accounting&Financial		1,060.50	4,500.00
Legal Fees		386.67	2,000.00
Auditing Expense		5,127.00	5,200.00
Testing		4,579.00	5,000.00
Contracted Services - Other		6,441.00	4,050.00
Total Contracted Services		17,594.17	22,880.00
Dues and Subscriptions		551.08	200.00
Equipment Rent			
Insurance			
Liability Insurance		4,433.77	8,000.00
Travel for SCORE			
Property Insurance			5,000.00
Insurance - Other		56.00	
Total Insurance		4,489.77	13,000.00
Licenses and Permits		20,932.12	19,265.00
Miscellaneous		83.34	
Meals			

SEWER

Sewer		Current Date: 3/31/2021	Budget 2020/2021
Total Miscellaneous		83.34	-
Office Expense		1,098.53	1,000.00
Operating Supplies		3,157.06	3,500.00
Telephone		1,096.96	1,500.00
Training			
Travel			200.00
Services and Supplies - Other		25.35	
Total Services and Supplies		55,003.38	6,200.00
Total Expense		165,041.13	232,500.00
Other Expense			
Transfers Out			
Debt Service - principal		165,204.38	
Interest Expense			
Interest 92-01 Sewer		16,621.59	
Interest 92-03 Sewer		2,495.04	
Interest 92-07 Sewer		37,775.00	
Total Interest Expense		56,891.63	
Total Debt Service		222,096.01	190,000.00
Capital Outlay- Construction Repairs		165,958.75	30,000.00
Total Other Expense			
Total Expenses		387,137.14	422,500.00
Net Income		\$ (262,150.08)	\$ (72,500.00)
DRAFT			

WATER

Water	Current Date: 3/31/2021	Budget 2020/2021
Ordinary Income/Expense		
Enterprise Income		
Water Service Income		
Connect/Disconnect Fee		
Late Fees Water		
Uncollectible		
Water Service Income - Other	212,123.70	245,000.00
Total Water Service Income	212,123.70	245,000.00
Revenue Use of Money & Property		
Interest Income	13,098.05	15,300.00
Revolving Loan		-
Total Revenue Use of Money & Property	13,098.05	15,300.00
Total Income	225,221.75	260,300.00
Expense		
Late Fee		
Finance Charge		
Small Tools & Equipment		
Small Tools & Equipment - Other	70.45	300.00
Safety	81.20	200.00
Total Small Tools & Equipment	151.65	500.00
Repairs & Maintenance	1272.99	2,000.00
Building Repairs		
Utilities		
Other		
Security	72.00	75.00
Internet - Broadband	392.40	540.00
Propane	758.06	400.00
Electric	52,708.58	65,500.00
Electric for Discharge		
Garbage Disposal	66.98	82.00
Total Utilities	53,998.02	66,597.00
Equipment Repair & Maintenance	271.56	6,100.00
Taxes		
Solid Waste Benefit Assessment	191.46	250.00
Taxes - Other		-
Total Taxes	191.46	250.00
Salaries and Wages		
Workers Comp.	5,199.30	8,300.00
Payroll Tax Expense	2,583.67	4,500.00
Payroll Expense		

WATER

	Water	Current Date: 3/31/2021	Budget 2020/2021
	Office Expense	1,009.42	1,000.00
	Operating Supplies	1,115.27	1,500.00
	Telephone	824.82	1,000.00
	Training		
	Travel		
	Services and Supplies - Other		
	Total Services and Supplies	27,821.23	51,453.00
	Total Expense	136,834.08	208,300.00
	Other Expense		
	Transfers Out		
	Debt Service - principal	20,600.00	
	Interest Expense		
	Interest 91-05 Water	20,867.50	
	Total Interest Expense		
	Total Debt Service	41,467.50	42,000.00
	Total Other Expense		
	Total Expenses		250,300.00
	Deferred Maintenance		10,000.00
	Net Income	\$ 88,387.67	\$ -

Streets Highways

Streets		Current Date: 3/31/2021	2020/2021 Budget
Ordinary Income/Expense			
Income			
Transfer In From General			3,780.00
Property Taxes			
Admin Fee			2,400.00
Interest Income			
Intergovernmental - State			
Road Maintenance & Rehab		9,378.25	13,800.00
VLF Swap		572.87	28,800.00
Motor Vehicle			
Traffic Congestion Relief			860.00
Highway Users Tax			
2103 (Gas Tax)		3,673.33	5,300.00
2105		2,679.06	3,900.00
2106		4,050.68	6,000.00
2107		4,397.20	5,400.00
2107.5		1,000.00	1,000.00
Total Highway Users Tax		15,800.27	21,600.00
Total Intergovernmental - State		25,751.39	65,060.00
Total Income		25,751.39	71,240.00
Expense			
Late Fee			
Finance Charge			
Small Tools & Equipment		41.39	
Small Tools & Equipment - Other			
Safety			
Total Small Tools & Equipment		41.39	
Repairs & Maintenance		1,351.50	4,600.00
Building Repairs			
Utilities			
Other			
Security			
Internet - Broadband		49.05	
Propane		329.11	
Electric		19,413.27	44,000.00
Electric for Discharge			
Garbage Disposal			
Total Utilities		19,791.43	44,000.00
Equipment Repair & Maintenance		2,187.75	3,500.00

Streets Highways

Streets		Current Date: 3/31/2021	2020/2021 Budget
Taxes			
	Solid Waste Benefit Assessment	91.60	
	Taxes - Other		
	Total Taxes	91.60	
Salaries and Wages			
	Workers Comp.	649.90	1,200.00
	Payroll Tax Expense	659.89	720.00
	Payroll Expense		
	Part Time Wages	42.00	
	Payroll Expense - Other		8,100.00
	Total Payroll Expense	1,351.79	8,100.00
	Salaries and Wages - Other	6,552.24	
	Total Salaries and Wages	7,904.03	10,020.00
Employee Benefits			
	Nationwide City		
	Retirement		
	Health Insurance		
	Total Employee Benefits		
Services and Supplies			
	Postage	49.35	
	Advertising		
	Automobile Expense		
	Fuel	533.37	1,300.00
	Automobile Expense - Other	41.12	
	Total Automobile Expense	574.49	1,300.00
	Bank Service Charges		
	Chemicals		
	Contracted Services		
	Annual Street Report		1,500.00
	Health/Drug Screening		
	Professional Fees		
	Consulting/Accounting&Financial		
	Legal Fees		
	Auditing Expense	2,298.50	1,300.00
	Testing		
	Contracted Services - Other		
	Total Contracted Services	2,298.50	2,800.00
	Dues and Subscriptions	51.70	

Streets Highways

Streets		Current Date: 3/31/2021	2020/2021 Budget
Insurance			
	Liability Insurance	783.47	3,300.00
	Travel for SCORE		
	Property Insurance		1,200.00
	Insurance - Other	14.00	
	Total Insurance	797.47	4,500.00
	Licenses and Permits		
	Miscellaneous		
	Meals		
	Total Miscellaneous	0.00	
	Office Expense		80.00
	Operating Supplies	206.63	400.00
	Telephone	28.54	40.00
	Training		
	Travel		
	Services and Supplies - Other		
	Total Services and Supplies	4,006.68	9,120.00
	Total Expense	35,374.38	71,240.00
	Other Expense		
	Transfers Out		
	Capital Outlay		
	Construction Costs		
	Total Capital Outlay		
	Total Other Expense		
	Net Income	-\$9,622.99	-
	DRAFT		

FIRE Dept

FIRE DEPT		Current Date: 3/31/2020	Budget 2020/2021
Ordinary Income/Expense			
Income			
Transfer In From General		10,000.00	10,000.00
Service Area Revenue		20,813.64	45,000.00
Charges for Current Services - Other		622.82	
Total Charges for Current Services		21,436.46	45,000.00
Revenue Use of Money & Property			
Interest Income		35.16	-
Revolving Loan			-
Total Revenue Use of Money & Property		35.16	-
Miscellaneous Revenue - SCORE		-	-
Fire Fighting Revenue			
Fire Fighting Revenue - Admin		19,146.26	
Fire Fighting Revenue - Enging		85,334.00	
Fire Fighting Revenue - Personnel		106,128.46	
Total Fire Fighting Revenue		210,608.72	
Total Income		242,080.34	55,000.00
Expense			
Late Fee		19.00	-
Finance Charge		1.00	-
Fire Fighting Expenses			
Fire Fighting Expense - Personnel		106,981.91	
Fire Fighting Expense - Other		1,945.29	
Total Fire Fighting Expense		108,927.20	
Small Tools & Equipment			
Safety			4,400.00
Small Tools & Equipment - Other		3,688.15	5,200.00
Total Small Tools & Equipment		8,602.01	9,600.00
Repairs & Maintenance			
Building Repairs		241.25	-
Utilities			
Other			
Security			
Internet - Broadband			
Propane		909.52	1,200.00
Electric		3,212.57	4,400.00
Electric for Discharge			
Garbage Disposal		267.96	440.00
Total Utilities		4,390.05	6,040.00
Equipment Repair & Maintenance			
Equipment Repair & Maintenance		6,357.47	2,000.00
Taxes			
Solid Waste Benefit Assessment		1,394.12	1,400.00

FIRE Dept

FIRE DEPT		Current Date: 3/31/2020	Budget 2020/2021
Taxes - Other			
Total Taxes		1,394.12	1,400.00
Salaries and Wages			
Workers Comp.		1,299.83	2,000.00
Payroll Tax Expense		35.43	-
Payroll Expense			-
Part Time Wages		297.03	-
Payroll Expense - Other			-
Fire Fighting Wages			-
Total Payroll Expense		1,632.29	2,000.00
Salaries and Wages - Other			
Total Salaries and Wages		1,632.29	2,000.00
Employee Benefits			
Nationwide City			
Retirement			
Health Insurance			
Total Employee Benefits			-
Services and Supplies			
Postage		19.05	-
Advertising		159.15	-
Automobile Expense			
Fuel		2,834.78	1,800.00
Automobile Expense - Other		243.64	-
Total Automobile Expense		3,078.42	1,800.00
Bank Service Charges		55.00	30.00
Equipment Rent			170.00
Chemicals			-
Contracted Services			
Annual Street Report			-
Health/Drug Screening			-
Professional Fees		140.00	-
Consulting			-
Legal Fees		480.00	420.00
Auditing Expense		1,549.00	-
Testing		1,274.00	-
Contracted Services - Other		2,376.00	-
Total Contracted Services		5,819.00	420.00
Dues and Subscriptions		205.00	
Insurance			
Liability Insurance		649.92	110.00
Travel for SCORE			-
Property Insurance			640.00

FIRE Dept

FIRE DEPT		Current Date: 3/31/2020	Budget 2020/2021
	Insurance - Other		-
	Total Insurance	649.92	750.00
	Licenses and Permits		
	Miscellaneous		
	Meals	671.89	-
	Miscellaneous - Other	172.73	
	Total Miscellaneous	844.62	
	Office Expense	249.93	100.00
	Operating Supplies	4,575.32	754.00
	Telephone	475.05	700.00
	Training	150.00	
	Travel	1,088.77	
	Services and Supplies - Other	254.65	
	Total Services and Supplies	17,623.88	4,724.00
	Total Expense	152,758.75	29,764.00
	Capital Outlay - Truck Payment	15,536.00	15,536.00
	Total Expense and Capital Outlay	168,294.75	45,300.00
	Net Income	73,785.59	9,700.00
	DRAFT		

CITY OF LOYALTON

RESOLUTION NO. 1-2021

A Resolution of the City Council of the City of Loyalton adopting a notice of exemption pursuant to CEQA and adopting General Plan Amendment GPA 2021-01 including an Update to the General Plan Housing Element (2019-24).

WHEREAS, the Housing Element is one of seven state mandated elements required in the General Plan; and

WHEREAS, the 2019-24 Housing Element has been prepared, consisting of General Plan Amendment GPA 2021-01, contains goals, policies, programs, and quantified objectives to meet projected housing needs to comply with the California Government Code, as shown in Exhibit B, attached hereto and incorporated by reference; and

WHEREAS, a Preliminary Draft of the 2019-24 Housing Element was submitted for review by the California Department of Housing and Community Development (HCD) on February 3, 2021, and HCD issued a letter to the City dated March 30, 2021, indicating that the draft complies with State housing element law (Article 10.6 of the Government Code) when adopted and submitted to HCD pursuant to Government Code Section 65585 (g); and

WHEREAS, on October 20, 2020 and February 16, 2021, the City took public testimony during a public workshops which included attendance by City Council members who collaborated with City staff in their review of the City of Loyalton Housing Element; and

WHEREAS, the 2019-24 Housing Element is consistent with the other elements of the City of Loyalton General Plan; and

WHEREAS, General Plan Amendment GPA 2021-01, consisting of the 2019-24 Housing Element is exempt from environmental review (Exhibit A) under the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b) (3) of the CEQA Guidelines; and

WHEREAS, the City Council has duly called, advertised the opportunity to submit input, and conducted during this Public Hearing on April 20, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOYALTON, CALIFORNIA, AS FOLLOWS:

Section 1. The above Recitals are true and correct.

Section 2. It is hereby determined that General Plan Amendment GPA 2021-01, the 2019-24 Housing Element, is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b) (3) of the CEQA Guidelines and that the Notice of Exemption attached hereto as Exhibit A shall be completed and filed.

Section 2. It is hereby determined that the 2019-24 Housing Element is internally consistent with other elements of the City of Loyalton General Plan.

Section 3. It is hereby determined that the 2019-24 Housing Element is substantially consistent with the revisions made by the State Department of Housing and Community Development, for the purpose of compliance with the statutory requirements of the State housing element law (Article 10.6 of the Government Code).

Section 4. It hereby adopts the 2019-24 Housing Element attached hereto as Exhibit B and incorporates it into the City of Loyalton General Plan.

Section 5. It hereby authorizes the City Mayor or appointed staff to take such further actions as required for approval of the 2019-24 Housing Element by the California Department of Housing and Community Development and subject to any other minor, conforming, technical and clarifying changes approved by the City Attorney.

PASSED AND ADOPTED this 20th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

Sarah Jackson, Mayor
City of Loyalton

ATTEST: Kathy Le Blanc
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

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

Sierra County Clerk/Recorder's Office
Environmental Filings
100 Courthouse Sq.
Downieville, CA 95936

Project Title: General Plan Amendment GPA 2021-01.
Project Address: 605 School Street, Loyalton, CA 96118
Project Location – City: City of Loyalton
Project Location – County: Sierra

Project Description: Update of the City of Loyalton General Plan Housing Element (for the 2019-24 period) as mandated by State Law.

Name of Public Agency Approving Project: City of Loyalton

Name of Person or Agency Carrying Out Project: City of Loyalton

Exempt Status: (Check One)

- _____ Ministerial (Section 21080(b)(1); 15268);
_____ Declared Emergency (Section 21080(b)(3); 15269(a));
_____ Emergency Project (Section 21080(b)(4); 15269(b)(c));
 X General Rule Exception (14 CCR 15061(b)(3))
_____ Categorical Exemption. Type and section number:
_____ Statutory Exemptions. State code number:

Reasons why project is exempt: General Plan Amendment GPA 2019-24, including adoption of the 2014-19 Housing Element is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. To the extent that the adoption of some portions of the Land Use and Health and Safety Elements constitute a project under CEQA, the makes minor changes regarding housing needs of Loyalton. None of these changes have the potential to adversely affect the physical environmental, as they merely require adherence to state law requirements for supportive, transitional, employee housing and other housing programs necessary to bring the General Plan into conformance to state law.

Lead Agency Contact Person: Kathy Le Blanc _____ **Number:** (530) 993-6750

Signature & Title: _____ **Date:** April 21, 2021

Signed by Lead Agency Signed by Applicant Date received for filing: _____

Exhibit B

**CITY OF LOYALTON
HOUSING ELEMENT
2019-2024**



Adopted – TBA



City of Loyalton
605 School Street
Loyalton, CA 96118
Phone: (530) 993-6750

INSERT HOUSING ELEMENT DOCUMENT HERE



CITY OF LOYALTON

605 School Street, Loyalton, CA. 96118 Telephone: (530) 993-6750

THIS IS NOT AN ORDER Please state bid prices and delivery terms if applicable for the following materials or services subject to the general terms and conditions of this Bid as written.

DATE:
April 19, 2021

DEPARTMENT SUBJECT:
Public Works 2017 FEMA
PROJECTS

DELIVERY POINT:

DELIVERY TERMS:

See Exhibits 1-4

See Exhibits 1-4

Bids must be received by the
City of Loyalton on or before:

TIME: 2:00 PM

DATE: May 10, 2021

SUBMIT ALL BIDS TO:

City of Loyalton
P.O. Box 128
Loyalton
California 96118

605 School Street
Loyalton, CA. 96118

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1. INTRODUCTION

The City of Loyalton is soliciting sealed bids from qualified companies for repair of four roadway and/or fence sites within the City Limits that were damaged during the 2017 flood.

2. BID SUBMISSION INSTRUCTIONS

Bids must be submitted in a **sealed package**, clearly marked with “**2017 FEMA PROJECT**”. Bids received after the due date and time specified will not be accepted. Submittals must include:

- One (1) original.
- One (1) copy.

Bids submitted by telephone, e-mail, or fax will be rejected. Rejected Bids will not be returned and will be destroyed by the City 30 days after bid opening. The City reserves the right to cancel the Bid, return any unopened response to the Bidder, and re-advertise for whatever reason.

Bids must be received in accordance with the published “Schedule of Events” and delivered to the following location:

Mail Delivery

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

Hand Delivery

605 School Street
Loyalton, CA. 96118

Bids will be publicly opened on the date and time identified herein. Bid results for general services are typically available for notification within one (1) to two (2) days after bids have been opened. Posted bid prices are preliminary in nature and may not reflect the final cost calculation. **No notification will be sent to unsuccessful bidders.**



Please note: No other letters or correspondence will be sent.

3. INQUIRIES

Bidders must carefully examine the bid document and any addenda that may be posted on the City's website and seek clarification of any ambiguity, conflict, omission or error in writing prior to the due date and time for questions specified in the “Schedule of Events”. If an answer materially affects the Bid, the information will be incorporated into an addendum and distributed to all bidders via the City's website @ <http://www.ci.loyalton.ca.us/public-documents.html>



No other contact will be made by the City to bidders regarding addenda to the bid. It shall be the bidder's sole responsibility to check the City's website to determine if any addenda have been posted prior to the bid due date and time.

All questions related to this bid or proposal must be directed to Daniel B. Bastian, Project Engineer at (530) 249-0468, or via e-mail to bastianengineeringinc@gmail.com

4. SPECIFICATIONS

All materials supplied under this contract shall be in accordance with the California Department of Transportation 2015 Standard Specifications hereinafter referred to as the Standard Specifications and as further specified herein.

The Contractor will be responsible for the following specifications and requirements for this contract:

1. **Asphalt Concrete.** The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-28 PM and shall conform to Section 39 of the Standard Specifications or as otherwise mutually agreed by the City and the Contractor. A Job Mix Formula (JMF) shall be provided pursuant to Section 39 at the execution of the Notice to Proceed. There is no estimate for the paving quantity or repair area(s). This is an on call general service request for proposal.
2. **Aggregate Base.** Class 2 Aggregate Subbase shall conform with Section 26 of the Standard Specifications.
3. **Unclassified Fill.** Material obtained by widening cuts or excavating from sources outside the planned or authorized cross section on the job site. The location of the local borrow to-be-approved by the Engineer.

5. REQUIRED FORMS

Forms included in the Required Forms section of this bid must be completed and signed by a company principal or officer. All completed forms must be returned with the Bid response, accept as noted. Bids submitted without the Required Forms may be deemed as non-responsive and may be rejected. To maintain uniformity, bid responses must be organized and submitted using the following format:

- Company Summary Sheet
- Bid Sheet
- References Form (optional at time of Bid, but may be required prior to Notice of Award determination)
- Acknowledgment and Signature of Authorization
- Statement of Non-Collusion by Contractor
- Agreement for Indemnification and Acknowledgment of Procurement Practices
-

6. SELECTION CRITERIA

The following selection criteria will be used when evaluating bid responses and selecting the successful bidder.

- **General Provision** – The award of the contract shall be at the sole discretion of the City. It is the intent to make an award to one bidder, although the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may accept or reject any or all bids in whole or in parts and may waive informalities in the process. The contents of the Bid response submitted by the selected Bidder will become the basis for a contractual obligation when the award is made.
- **General Goods and Services** – Award will be made to the lowest, responsive, and responsible bidder. The City may make an award without further discussion of the bids submitted; therefore, the bid response must be submitted on the most favorable terms that the Bidder can offer.

7. RESERVATION OF RIGHTS

⚠ The City reserves the right to:

- Reject all bids at its discretion.
- Cancel the entire bid.
- Waive any minor errors or informalities in any bid, to the extent permitted by law.

8. TERMS AND CONDITIONS

- a) **Addendum to the Bid** – If it becomes necessary to revise any part the Bid, an addendum will be posted on the City's website. If an answer materially affects the Bid, the information will be incorporated into an addendum and will be posted to the City's website for download. All addenda issued during the time of bidding will be incorporated into the resulting contract.

⚠ *No other contact will be made by the City to bidders regarding addenda to the Bid. It shall be the Bidder's sole responsibility to check the City's website on a consistent basis to determine if any addenda or changes have been posted prior to the bid due date and time.*

- b) **Applicable Laws** – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All materials and transportation provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and all relevant industry standards.

- c) **Appropriation of Funds** – If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of Loyaltan City Council. If funds to affect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the City under this agreement.
- d) **Assignment** – The Bidder shall, under no circumstances, assign any contract issued as a result of this bid by any means whatsoever, or any part thereof to another party without express written permission of the City of Loyaltan.
- e) **Award of Contract** – A contract may be awarded as a result of this bid and may require approval by the City of Loyaltan City Council as prescribed by City Ordinances and Codes. All awarded contracts must be issued a City of Loyaltan Purchase Order prior to delivering goods or performing services. If the awarded Contractor imposes additional terms or conditions after the award of a contract, the award may be rescinded, and the Contract will be canceled.
- ⚠** *It shall be the Bidder's sole responsibility to check the City's website on a consistent basis for bid award notices. Award notices will be posted to the City's website after Council approval. No other contact shall be made by the City to bidders regarding bid award.*
- f) **Bidder's Cost to Develop a Response** – Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Loyaltan.
- g) **Conflict of Interest** – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Loyaltan may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible bidder and will be prevented from bidding.
- h) **Default of Contractor** - The City of Loyaltan shall hold the Contractor responsible for any damage, which may be sustained because of the failure or neglect of the Contractor to comply with any term or condition, listed herein.
- i) **Equal Employment Opportunity** – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.
- j) **General Services** – Award will be made to the lowest, responsive, and responsible bidder. The City may make an award without further discussion of the bids submitted; therefore, the bid should be submitted with the most favorable terms that the Bidder can offer.

- k) **Independent Contractor Status** – It is expressly understood that the Bidder named in any contract entered by the City is acting as an “independent contractor” and not as an agent or employee of the City of Loyaltan.
- l) **Late Submission of Bid** – Any bids received after the due date and time specified in this bid will not be accepted. The City will not return late submittals. Late submittals will be destroyed by the City 30 days after bid opening.
- m) **News Releases** – The Bidder shall not make news releases pertaining to an award resulting from bids made in response to the bid without the prior written approval of the City of Loyaltan Finance Director. In addition, the successful Bidder must agree not to release any advertising copy mentioning the City of Loyaltan or quoting the opinion of any City employee without written approval by the City of Loyaltan Finance Director.
- n) **Permits and Licenses** – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business including a Loyaltan Business License when required.
- o) **Public Information** – After the date specified for the opening of the bid, all materials received relative to general service bids become public information and are available for inspection. Professional service bids become public upon award of contract. The City reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.
- p) **Rejection of Bids** – This request for bid does not commit the City of Loyaltan to award any contract. The City reserves the right, at its sole discretion, to reject any or all bids without penalty, to waive irregularities in any bid response or in the bid procedures, and to be the final judge in determining a responsive and responsible bid.



The City reserves the right, at its sole discretion, to reject any or all bids that include items not specified, incorrect specifications and/or scope of services, incomplete schedule of required items, additional terms and conditions, and bids that are not responsive to the published specifications and/or scope of services. Bids received by telephone or facsimile will be considered non-responsive and will be rejected. Bids offering less than 90 days for acceptance from the published closing date may be considered non-responsive and may be rejected.

- q) **Signatures** – Bid responses must be signed in longhand by the Bidder with his/her usual signature in the designated areas within the bid documents. Submission of bids must be signed by all representatives legally authorized to contractually bind

the Corporation.

- r) **Unauthorized Use of City Seal or Logo** – The City of Loyaltan prohibits the use of the City's Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the city, its council, officers or departments.
- s) **Withdrawal of Bids** – Bid responses received by the Public Works Department may be withdrawn. An authorized representative of the Bidder must submit a signed, written request to the Public Works Superintendent, formally requesting their bid to be withdrawn from the bid process.

9. **DEFINITIONS**

The following words, terms and phrases have the meanings ascribed to as follows:

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

- (1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- (2) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
- (5) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- (6) The scope of conditions attached to the bid by the bidder.

Nonresponsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in the invitation for bids.

Nonresponsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in the bid.

Responsive bid means a bid, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in the invitation for bids.

Services means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by city officers or employees or other professional services, which by their nature do not lend themselves to normal competitive procedures.

10. SAMPLE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT ("AGREEMENT") is entered into by and between the CITY OF LOYALTON ("the CITY") and xxxxxxxxxxxx ("CONTRACTOR"), collectively referred to hereinafter as the Parties.

RECITALS

WHEREAS, the CITY desires to engage CONTRACTOR to provide xxxxxxxxxxxx services for the CITY;

WHEREAS, CONTRACTOR is willing to perform the services defined herein; and

WHEREAS, CONTRACTOR represents that the principal representative stated below is authorized to act as such on behalf of CONTRACTOR.

NOW, THEREFORE, the Parties agree as follows:

1. **TERM.** This AGREEMENT shall be for a term of 2 MONTHS commencing on xxx, 2020, continuing through xxx, 2020. An Amendment to extend the AGREEMENT shall be fully executed by the Parties no later than thirty (30) days prior to expiration of the then current term.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.

The representatives of the Parties who are primarily responsible for the administration and performance of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:

City Manager
City of Loyalton
City Hall, 6065 School Street
Loyalton, CA 96118

B. The principal representative of the CONTRACTOR shall be:

XXXXXXXXXXXX

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail. Formal notices and demands sent by E-mail or facsimile shall not be acknowledged.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

3. **RETENTION.** The CITY retains CONTRACTOR to provide XXXX pursuant to this AGREEMENT. CONTRACTOR agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of services to be provided is set forth in the attached Scope of Services, which is made Exhibit "A" to this AGREEMENT.

5. COMPENSATION.

The CITY agrees to pay CONTRACTOR for the services set forth in the aforementioned Scope of Services. CONTRACTOR agrees that the fees for services shall not exceed the authorized amount of \$XXXX as set forth in the fee schedule, attached hereto as Exhibit "B," unless the CITY has given specific advance approval in writing.

If the term of this AGREEMENT extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the City Council's appropriation of funds for such purpose. If funds to affect such continued payment are not appropriated, CONTRACTOR agrees to terminate provision of any goods or services supplied to the CITY under this AGREEMENT.

6. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is an independent contractor. As such, CONTRACTOR shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY, unless such authority is expressly conferred under this AGREEMENT. Further, CONTRACTOR is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. CONTRACTOR expressly waives any claim to any such rights.

B. The personnel performing services pursuant to this AGREEMENT on behalf of CONTRACTOR shall, always be under CONTRACTOR's exclusive direction and control. Neither the CITY, nor any of its employees, shall have any control over the manner, mode, or means by which CONTRACTOR, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

C. CONTRACTOR shall perform services pursuant to this AGREEMENT as an independent contractor and shall, always remain a wholly independent contractor. The CITY shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venture or member of any joint enterprise with CONTRACTOR.

7. PERS INDEMNITY.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

CONTRACTOR is solely responsible for compliance with PERS restrictions applicable to any of CONTRACTOR's employees, agents, or subcontractors.

8. ECONOMIC INTEREST STATEMENT.

CONTRACTOR hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict-of-Interest Code adopted by the CITY hereunder, CONTRACTOR is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

9. INDEMNITY AND INSURANCE.

A. INDEMNITY. CONTRACTOR hereby agrees to protect, indemnify and hold the CITY and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the CONTRACTOR's liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONTRACTOR's negligent performance hereunder.

B. INSURANCE. CONTRACTOR shall always procure and maintain during the term of this Agreement insurance as set forth in Exhibit "C" attached hereto.

10. OWNERSHIP OF WORK PRODUCT.

All reports, documents or other written material developed by CONTRACTOR in the performance of this AGREEMENT shall be and remain the property of the CITY without restriction or limitation upon its use or dissemination by the CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any re-use by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONTRACTOR for such use.

11. TERMINATION FOR CONVENIENCE.

The CITY may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to CONTRACTOR of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONTRACTOR shall be paid only the total amount equal to the service CONTRACTOR has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

12. TERMINATION FOR CAUSE.

If for any reason, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONTRACTOR shall violate any of the covenants or stipulations of this AGREEMENT, the CITY shall then have the right to terminate this AGREEMENT by giving a five (5) calendar day written notice to CONTRACTOR. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONTRACTOR will be paid a total amount equal to the service CONTRACTOR has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

13. ASSIGNMENT AND SUBCONTRACTING.

Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

14. STANDARD.

CONTRACTOR agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services.

CONTRACTOR shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. CONTRACTOR will be relieved of its obligation to re-perform said services if the CITY does not notify CONTRACTOR within 180 days after the completion of the non-conforming service. Compensation for CONTRACTOR to re-perform said services shall be subject to the approval of the CITY, but in no event, shall such compensation exceed the actual cost of said services.

Except as hereinafter provided in respect of personal injury or property damage, the foregoing are CONTRACTOR's entire responsibilities and the CITY's exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

16. FORCE MAJEURE.

The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

18. SEVERABILITY.

If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Plumas. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Northern District of California.

20. ENTIRE AGREEMENT.

This AGREEMENT, together with Exhibits "A," "B," and "C" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all Parties.

[END OF AGREEMENT. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF this Agreement is entered into by the Parties hereto on the dates set forth below.

ATTEST:

THE CITY OF LOYALTON

City Clerk

By: _____
xxxx

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR

Signature

Print Name

Title: _____

Date: _____

Approved by City Council on _____

**THE FOLLOWING FORMS
ARE REQUIRED TO BE
SUBMITTED WITH
BID, ACCEPT AS
OTHERWISE NOTED**

DRAFT

11. COMPANY SUMMARY SHEET

Company Name:

Company Address:

Company Telephone Number: _____ Fax Number:

Bid Contact (person responsible for answering questions related to the Bid response): Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Management Contact (person responsible for making decisions related to the Contract): Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Contract/Account Manager (Person responsible for day-to-day servicing of the Contract/account): Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

PROTESTS

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protest must be filed in writing with:

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

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:
The date action taken resulting in a protest, and
Identify the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

INSTRUCTIONS TO BIDDERS

1. Bids **Must** be Submitted in a **Sealed Envelope** with the Notation of **"2017 FEMA PROJECTS"**
2. Bidders are responsible to monitor the City of Loyalton's Web Page for any and all amendments: <https://www.cityofloyalton.org>
3. If you have any questions, contact Daniel B. Bastian at bastianengineeringinc@gmail.com
4. See Exhibit A for "Terms and Conditions"
5. See Exhibits for Specifications and Locations
6. See site fencing detail RSP A85
7. Submit the Completed Bid Packet to the City of Loyalton, specified herein.

EXHIBIT A

City of Loyaltton TERMS and CONDITIONS

BIDS: Bids, modifications and requests for withdrawal thereof, received after the due date and time will not be considered.

All bids must be submitted in sealed envelopes. Bid envelopes must be identified as per instructions set forth in the request transmittal. The entire bid packet needs to be submitted with your bid.

Prices for each bid item shall be inserted in ink or typewritten on the form. Penciled submittals will be a basis for rejection.

It is City policy to specify brand or make for descriptive purposes only. Further, where brand or make is specified in the request, an "Equal" will be considered. However, it will be the responsibility of the bidder offering an alternate brand to make or prove its equality, and where possible, to state brand and give catalogue reference. Unless the bidder states that he/she is offering an alternate, he/she will furnish the brand or make specified in the request.

The City does not specify brand, only that performance and specifications be met.

AWARD: Award shall be made to the lowest responsible bidder provided, however, quality offered, installation terms, and service reputation of the bidder may be taken into consideration in determining the lowest responsible successful bidder. It is anticipated that the Governing Board will award the contract October 2020.

TAX: The total bid amount must include sales tax.

The City reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids.

EXHIBIT B

City of Loyalton 2017 FEMA Bid Specifications

City of Loyalton is interested in obtaining prices for Sites 1-4, as shown on the attached Plans, sheets 1-4 in Loyalton CA.

SPECIFICATION FOR SITE 1 Hill Street Fence and Waterline Armor, Plan Sheet 1 of 4.
General Construction notes are applicable to all sites.

1. GENERAL:

- 1.1. These specifications are for the City of Loyalton Cemetery site perimeter new fencing to connect to the existing fencing and replace the damaged fencing. Fencing to be installed **per Site 1, Sheet 1 of 4** and under the direction of the City Staff. The work shall include clearing, grubbing, and grading of the to-be-replaced fencing. Wages shall be prevailing wage.

Contractor shall give all notices and comply all laws and regulations applicable to the performance of the work. Except where otherwise expressly required by applicable laws and regulations, neither OWNER or ENGINEER shall be responsible for maintaining Contractors compliance with laws and regulations.

Contractor shall have full responsibility for underground facilities, which are shown or indicated in the contract documents.

Contractor shall have full responsibility for the coordination of the work with the owners of underground facilities and repairing any damage thereto resulting from the work.

Contractor shall have full responsibility for the safety and protection of underground facilities and repairing any damage thereto resulting from the work.

Contractor shall comply with all applicable laws and regulations relating to the environment, safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal shall conform to the applicable laws and regulations.

Contractor shall notify owners of adjacent property and underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property,

directly or indirectly, in whole or part by contractor shall be remedied by the contractor (at his expense).

Contractor shall coordinate his work and minimize interference with the work of the owner, utilities, and others who may be working in the project area while the work is in progress.

Location of existing utilities shown on these plans are approximate. Contractor shall identify and verify the depth and location of all existing utilities prior to the commencement of any construction activities. Any conflicts shall be brought to the immediate attention of the engineer and inspector.

Fiber roll or silt fencing shall be installed at the limits of disturbed grading areas to prevent sediment erosion until revegetation has been established to the satisfaction of the City of Loyalton.

Inspection. Each phase of roadway construction must be inspected by a representative of the Department of Public Works. The phases of construction are: Clearing, grading, subbase, base and paving or surfacing. When the contractor requires such inspection, he shall notify the Department of Public Works of his requirement in writing or by telephone call not less than five (5) working days prior to the time that he would like to have the inspection made, and in advance of starting his next phase of construction. Inspection will be made within three (3) working days after completion of the construction phase requiring inspection.

1.2 REFERENCES

- A. General:
1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
 2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
- B. FS RR-F-191/1C Fencing, Wire and Post Metal (Chain-Link Fence Fabric)
- C. State of California - California Department of Transportation (CALTRANS):
1. Standard Specifications: Chapter 80-4 excluding Section 80-4.04
- D. American Society for Testing and Materials (ASTM)

1. ASTM A123 / A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
2. ASTM C94 / C94M Standard Specification for Ready-Mixed Concrete
3. ASTM D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension
4. ASTM D 792 Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
5. ASTM D 1499 Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Plastics
6. ASTM D 2240 Test Method for Rubber Property—Durometer Hardness
7. ASTM F 668 Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric

2.0 MATERIALS

- A. Posts and Braces: Section 80 of CALTRANS 2015 Specifications.
- B. Fabric: Section 80 of CALTRANS 2015 Specifications
- C. Accessories: Section 80 of CALTRANS 2015 Specifications

3.0 CONCRETE MIX

- A. Concrete: ASTM C 94; type II Portland Cement; 2500 psi at 28 days; 3-inch (75 mm) slump; 3/4-inch (20 mm) maximum size aggregate.

4.0 COMPONENTS

- A. Line Posts: 2.375-inch (59 mm) outside diameter, Schedule 40 galvanized steel pipe or galvanized "H" columns weighing not less than 2.7 lb./ft (13.18 kg/m²).
- B. Corner and Terminal Posts: 2.875-inch (73 mm) outside diameter, Schedule 40 galvanized steel pipe.
- C. Top, Bottom and Brace Rail: 1.660-inch (42.16 mm) outside diameter, plain end, sleeve coupled galvanized steel pipe.
- D. Tension Bars: 3/16 inches by 3/4-inch (4.76 mm by 20 mm) galvanized steel flat bars.
- E. Caps: Cast steel or malleable iron, galvanized, sized to post dimension, set-screw retained.

F. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings shall be galvanized steel.

G. Extension Arms: Cast steel, to accommodate 3 strands of barbed wire, single arm, 12-inches (305 mm) high (measured vertically) above the top edge of the fence fabric, sloped to 45 degrees.

H. Galvanized Surfaces: Galvanize surfaces in accordance with ASTM A 123, with a coating of at least 1.20 oz/sq. ft.

I. Accessories and Components: Same finish as fabric.

5.0 DRAWINGS:

See site plan drawing and fence details drawing, RSPA 85.

6.0 INSTALLATION

A. Install framework, fabric, and accessories in accordance with section 80 of CALTRANS 2015 Specifications.

B. Install security fence of 6-foot fabric height as shown on Drawings.

C. Space line posts at intervals not exceeding 10 feet (3 m).

D. Set posts plumb, in concrete footings with top of footing 6 inch above finish grade. Slope top of concrete for water runoff. Footings for line end and corner posts are to be 8 inches diameter by 3 feet deep below finish grade.

E. Provide top rail through line-post tops and splice with 7-inch (178 mm) long rail sleeves.

F. Brace each corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate posts.

G. Install center and bottom brace rail on corner leaves.

H. Stretch fabric between terminal posts or at intervals of 100 feet (30,5 m) maximum, whichever is less.

I. Position bottom of fabric to no more than 2 inches (50 mm) touching dirt finish grade.

J. Fasten fabric to top rail, line posts, braces, and bottom tension wire with 11-AWG galvanized wire ties 24 inches (610 mm) maximum on centers.

K. Attach fabric to end, corner, and gateposts with tension bars and tension bar clips.

L. Install bottom rail supported at each line and terminal post in such a manner that a continuous brace between posts is formed.

7.0 CONSTRUCTION WASTE MANAGEMENT

A. Conform with Section 13-4 of the CALTRANS 2015 Specifications.

B. Before concrete pours, designate locations or uses for excess concrete and a location for clean out water from concrete trucks. Designated locations shall meet environmental standards and conform with Section 13-4.03 of CALTRANS 2015 Specifications.

SPECIFICATION FOR SITES 2, 3, and 4 Hill Street Base Shoulder and Pavement Repair, Plan Sheets 2, 3 and 4.

1. GENERAL:

- 1.1. These specifications are for the City of Loyalton Hill Street base shoulder and pavement repair. Work to be installed **per Site 2, Sheet 3 of 4** and under the direction of the City Staff. The work shall include clearing, grubbing, grading and disposal. Wages shall be prevailing wage.

2.0 MATERIALS

- A. Asphalt Concrete. The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-28 PM and shall conform to Section 39 of the Standard Specifications or Acceptable Alternate.
- B. Class 2 Aggregate Subbase shall conform with Section 26 of the Standard Specifications.

3.0 INSTALLATION

Install aggregate base and AC pavement in accordance with Sections 26 and 39 of CALTRANS 2015 Specifications.

EXHIBIT C

The CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, contractors or Contractors, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONTRACTOR's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONTRACTOR'S insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS shall be non-contributory.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 50,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limit
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

The CONTRACTOR shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-VII or better. Acceptance of insurance from a carrier with a rating lower than A-VII is subject to approval by CITY's Risk Manager. CONTRACTOR shall immediately advise CITY of any litigation that may affect these insurance policies.

**INSTRUCTIONS TO
BIDDERS**

1. Bids Must be Submitted in a **Sealed Envelope** with the Notation of “2017 FEMA PROJECTS”
2. Bidders are responsible to monitor the City of Loyalton’s Web Page for any and all amendments: <https://www.cityofloyalton.org>
3. If you have any questions, contact Daniel B. Bastian at bastianengineeringinc@gmail.com
4. See Exhibit A for “Terms and Conditions”
5. See Exhibits for Specifications and Locations
6. See site fencing detail RSP A85
7. Submit the Completed Bid Packet to the City of Loyalton, specified herein.

BID SHEET

Provide bid cost for ALL WORK, including clearing, grubbing and grading. Costs must include all labor, equipment costs, fees, services, and all applicable taxes.

The City of Loyalton reserves the right to reject all bids. To evaluate our proposal capabilities, please furnish a total cost:

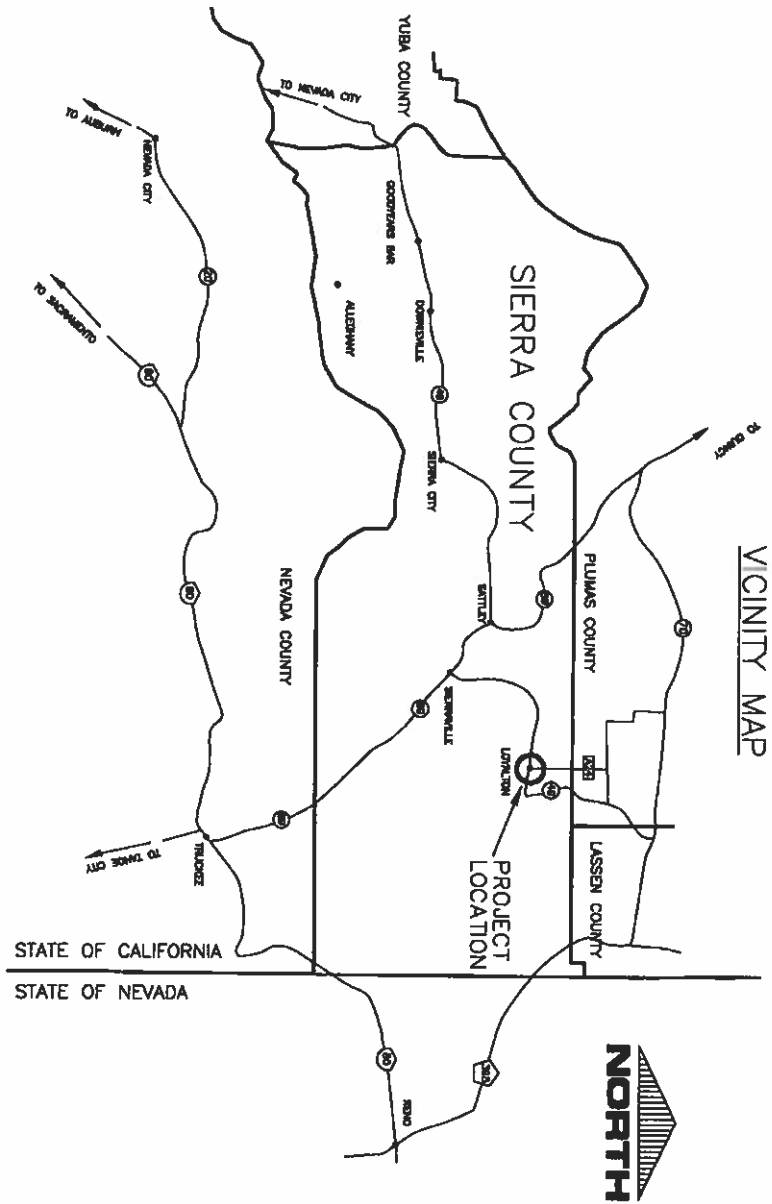
Description	Bid Amount (numerical)	Bid Amount (words)
SITE 1		
SITE 2		
SITE 3		
SITE 4		

Along with the bid sheet, please provide the following as Attachments or Enclosures to this Bid Sheet:

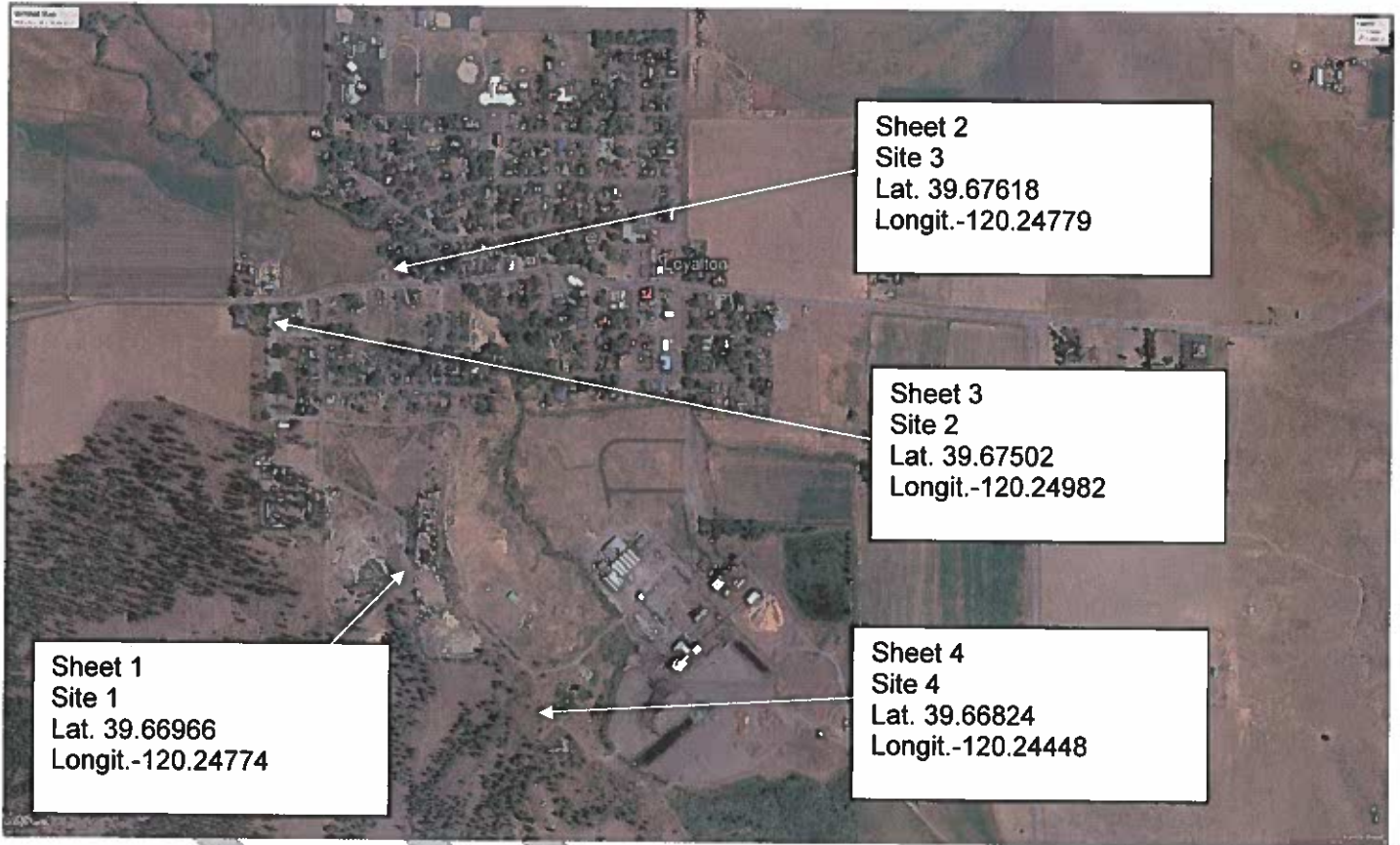
- A proposed work schedule including working days Name & Address of BIDDER (please print):

Name:	Title:
Address:	
Phone:	Cell Phone:
Email:	
Signature:	Date:

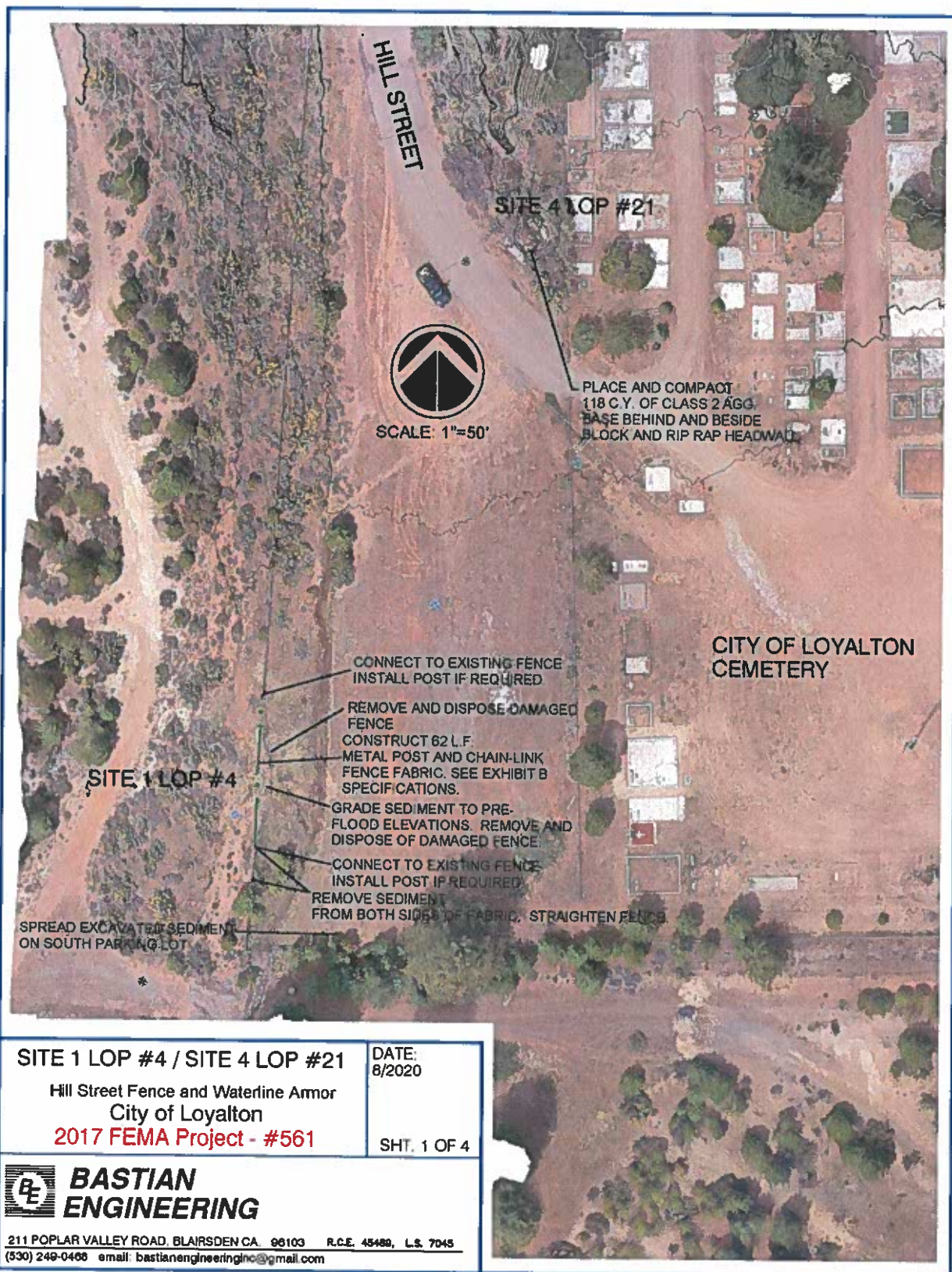
DRAFT



Vicinity Map City of Loyalton



PLAN SHEETS






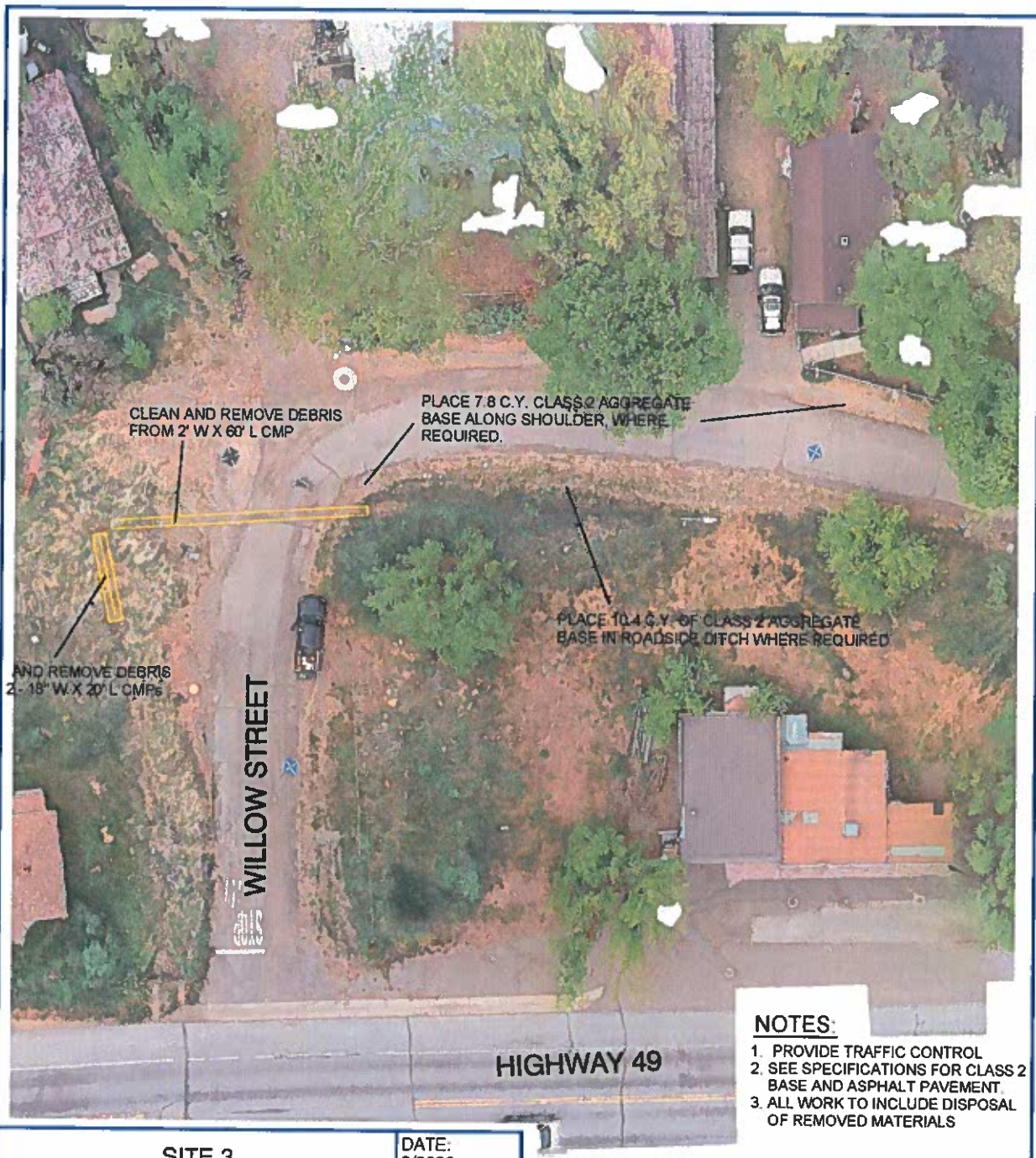
SCALE: 1"=30'



NOTES:

- 1. PROVIDE TRAFFIC CONTROL
- 2. SEE SPECIFICATIONS FOR CLASS 2 BASE AND ASPHALT PAVEMENT.
- 3. ALL WORK TO INCLUDE DISPOSAL OF REMOVED ASPHALT AND CONTAMINATED BASE.

SITE 2 Hill Street Shoulder and Pavement Repair City of Loyalton 2017 FEMA Project 645		DATE: 8/2020
		SHT. 3 OF 4
 BASTIAN ENGINEERING		
<small>211 POPLAR VALLEY ROAD, BLAIRSDEN CA 96103 R.C.E. 45489, L.S. 7045 (530) 249-0468 email: bastianengineeringinc@gmail.com</small>		



- NOTES:**
1. PROVIDE TRAFFIC CONTROL
 2. SEE SPECIFICATIONS FOR CLASS 2 BASE AND ASPHALT PAVEMENT
 3. ALL WORK TO INCLUDE DISPOSAL OF REMOVED MATERIALS

<p>SITE 3 Willow Street and Culvert Cleaning City of Loyalton 2017 FEMA Project - #645</p>	<p>DATE: 8/2020</p> <p>SHT. 2 OF 4</p>
<p> BASTIAN ENGINEERING</p> <p>211 POPLAR VALLEY ROAD, BLAIRSDEN CA, 99103 R.C.E. 45489, L.S. 7045 (530) 249-0468 email: bastianengineeringinc@gmail.com</p>	



GRADE 10,940 S.F. OF DIRT
ROAD AND COMPACT TO 90% RELATIVE
COMPACTION. PLACE 220 C.Y.
CLASS 2 AGGREGATE BASE
COMPACT TO 95% RELATIVE COMPACTION.

NOTES:

1. PROVIDE WATER FOR COMPACTION
MOISTURE AND DUST CONTROL.
2. SEE SPECIFICATIONS FOR CLASS 2
BASE AND ASPHALT PAVEMENT.
3. ALL WORK TO INCLUDE DISPOSAL
OF REMOVED MATERIALS.



SCALE: 1"=100'

SITE 4
WATER TANK ROAD REPAIR
City of Loyalton
2017 FEMA Project - #645

DATE:
8/2020

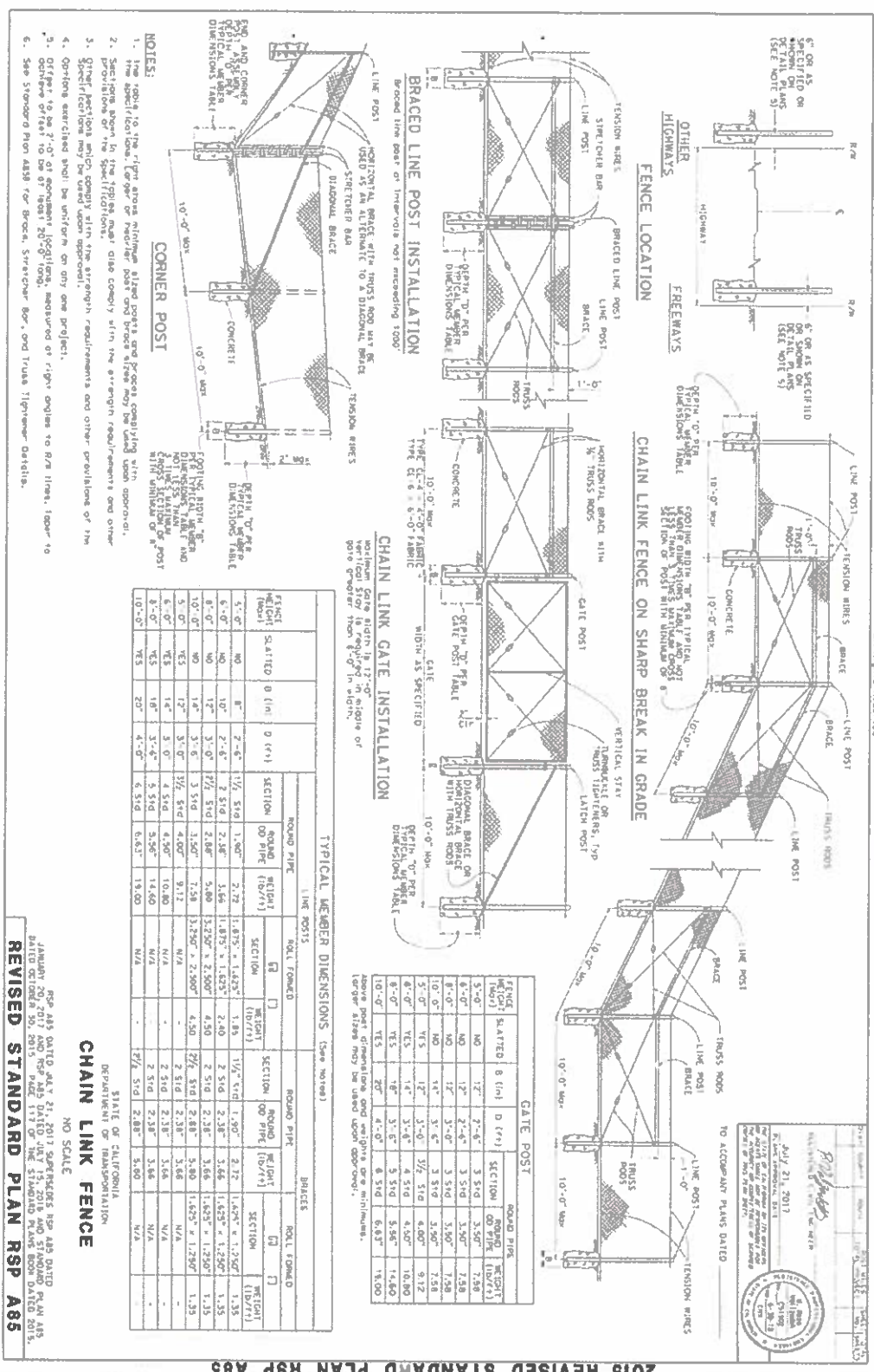
SHT. 4 OF 4



**BASTIAN
ENGINEERING**

211 POPLAR VALLEY ROAD, BLAIRSDEN CA. 95103 R.C.E. 45489, L.S. 7045
(530) 249-0488 email: bastianengineeringinc@gmail.com

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TYPICAL MEMBER DIMENSIONS (See notes)

FENCE HEIGHT (feet)	SECTION D (in)	SECTION D (ft)	ROUND PIPE		ROLL FORMED		
			SECTION D (in)	SECTION D (ft)	SECTION D (in)	SECTION D (ft)	
5'-0"	NO	2'-6"	1 1/2" x 1/2"	1.90"	2.12"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	2" x 1/2"	2.24"	2.40"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	2 1/2" x 1/2"	2.48"	2.64"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	3" x 1/2"	2.80"	2.96"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	3 1/2" x 1/2"	3.12"	3.28"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	4" x 1/2"	3.44"	3.60"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	4 1/2" x 1/2"	3.76"	3.92"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	5" x 1/2"	4.08"	4.24"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	5 1/2" x 1/2"	4.40"	4.56"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	6" x 1/2"	4.72"	4.88"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	6 1/2" x 1/2"	5.04"	5.20"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	7" x 1/2"	5.36"	5.52"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	7 1/2" x 1/2"	5.68"	5.84"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	8" x 1/2"	6.00"	6.16"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	8 1/2" x 1/2"	6.32"	6.48"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	9" x 1/2"	6.64"	6.80"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	9 1/2" x 1/2"	6.96"	7.12"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	10" x 1/2"	7.28"	7.44"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	10 1/2" x 1/2"	7.60"	7.76"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	11" x 1/2"	7.92"	8.08"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	11 1/2" x 1/2"	8.24"	8.40"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	12" x 1/2"	8.56"	8.72"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	12 1/2" x 1/2"	8.88"	9.04"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	13" x 1/2"	9.20"	9.36"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	13 1/2" x 1/2"	9.52"	9.68"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	14" x 1/2"	9.84"	10.00"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	14 1/2" x 1/2"	10.16"	10.32"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	15" x 1/2"	10.48"	10.64"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	15 1/2" x 1/2"	10.80"	10.96"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	16" x 1/2"	11.12"	11.28"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	16 1/2" x 1/2"	11.44"	11.60"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	17" x 1/2"	11.76"	11.92"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	17 1/2" x 1/2"	12.08"	12.24"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	18" x 1/2"	12.40"	12.56"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	18 1/2" x 1/2"	12.72"	12.88"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	19" x 1/2"	13.04"	13.20"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	19 1/2" x 1/2"	13.36"	13.52"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	20" x 1/2"	13.68"	13.84"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	20 1/2" x 1/2"	14.00"	14.16"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	21" x 1/2"	14.32"	14.48"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	21 1/2" x 1/2"	14.64"	14.80"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	22" x 1/2"	14.96"	15.12"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	22 1/2" x 1/2"	15.28"	15.44"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	23" x 1/2"	15.60"	15.76"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	23 1/2" x 1/2"	15.92"	16.08"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	24" x 1/2"	16.24"	16.40"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	24 1/2" x 1/2"	16.56"	16.72"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	25" x 1/2"	16.88"	17.04"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	25 1/2" x 1/2"	17.20"	17.36"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	26" x 1/2"	17.52"	17.68"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	26 1/2" x 1/2"	17.84"	18.00"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	27" x 1/2"	18.16"	18.32"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	27 1/2" x 1/2"	18.48"	18.64"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	28" x 1/2"	18.80"	18.96"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	28 1/2" x 1/2"	19.12"	19.28"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	29" x 1/2"	19.44"	19.60"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	29 1/2" x 1/2"	19.76"	19.92"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	30" x 1/2"	20.08"	20.24"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	30 1/2" x 1/2"	20.40"	20.56"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	31" x 1/2"	20.72"	20.88"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	31 1/2" x 1/2"	21.04"	21.20"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	32" x 1/2"	21.36"	21.52"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	32 1/2" x 1/2"	21.68"	21.84"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	33" x 1/2"	22.00"	22.16"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	33 1/2" x 1/2"	22.32"	22.48"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	34" x 1/2"	22.64"	22.80"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	34 1/2" x 1/2"	22.96"	23.12"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	35" x 1/2"	23.28"	23.44"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	35 1/2" x 1/2"	23.60"	23.76"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	36" x 1/2"	23.92"	24.08"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	36 1/2" x 1/2"	24.24"	24.40"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	37" x 1/2"	24.56"	24.72"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	37 1/2" x 1/2"	24.88"	25.04"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	38" x 1/2"	25.20"	25.36"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	38 1/2" x 1/2"	25.52"	25.68"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	39" x 1/2"	25.84"	26.00"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	39 1/2" x 1/2"	26.16"	26.32"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	40" x 1/2"	26.48"	26.64"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	40 1/2" x 1/2"	26.80"	26.96"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	41" x 1/2"	27.12"	27.28"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	41 1/2" x 1/2"	27.44"	27.60"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	42" x 1/2"	27.76"	27.92"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	42 1/2" x 1/2"	28.08"	28.24"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	43" x 1/2"	28.40"	28.56"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	43 1/2" x 1/2"	28.72"	28.88"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	44" x 1/2"	29.04"	29.20"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	44 1/2" x 1/2"	29.36"	29.52"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	45" x 1/2"	29.68"	29.84"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	45 1/2" x 1/2"	30.00"	30.16"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	46" x 1/2"	30.32"	30.48"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	46 1/2" x 1/2"	30.64"	30.80"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	47" x 1/2"	30.96"	31.12"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	47 1/2" x 1/2"	31.28"	31.44"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	48" x 1/2"	31.60"	31.76"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	48 1/2" x 1/2"	31.92"	32.08"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	49" x 1/2"	32.24"	32.40"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	49 1/2" x 1/2"	32.56"	32.72"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	50" x 1/2"	32.88"	33.04"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	50 1/2" x 1/2"	33.20"	33.36"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	51" x 1/2"	33.52"	33.68"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	51 1/2" x 1/2"	33.84"	34.00"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	52" x 1/2"	34.16"	34.32"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	52 1/2" x 1/2"	34.48"	34.64"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	53" x 1/2"	34.80"	34.96"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	53 1/2" x 1/2"	35.12"	35.28"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	54" x 1/2"	35.44"	35.60"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	54 1/2" x 1/2"	35.76"	35.92"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	55" x 1/2"	36.08"	36.24"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	55 1/2" x 1/2"	36.40"	36.56"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	56" x 1/2"	36.72"	36.88"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	56 1/2" x 1/2"	37.04"	37.20"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	57" x 1/2"	37.36"	37.52"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	57 1/2" x 1/2"	37.68"	37.84"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	58" x 1/2"	38.00"	38.16"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	58 1/2" x 1/2"	38.32"	38.48"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	59" x 1/2"	38.64"	38.80"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	59 1/2" x 1/2"	38.96"	39.12"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	60" x 1/2"	39.28"	39.44"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	60 1/2" x 1/2"	39.60"	39.76"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	61" x 1/2"	39.92"	40.08"	1.435" x 1.435"	1.435"
5'-0"	NO	2'-6"	61 1/2" x 1/2"	40.24"			

Kathy LeBlanc

From: Lucas Tipton [lucas@farrwestengineering.com]
Sent: Friday, February 12, 2021 4:04 PM
To: Kathy LeBlanc
Cc: Kristi Miyakawa
Subject: RE: Salt Program
Attachments: Salt Control Fact Sheet 1-13-21.pdf; salt_guidance.pdf

Categories: Red Category

Kathy,

We have looked into the reporting requirements and spoke with the Central Valley Salinity Coalition (CVSC) and you have two options for moving forward or being compliant with the program. The first route is termed Pathway 1 and would involve Farr West preparing a report and submitting it to the CVSC. If the City went this route it would probably cost between \$2,000 - \$3,000 in Farr West services, although there is approximately \$8,000 in budget remaining in the General Services Task Order so the City wouldn't need to allocate additional funds to complete this work. The only unknown with Pathway 1 is that we don't have the specific testing data they are requesting for the receiving water. If the CVSC does not accept the report as complete due to the missing data they may still move to charge you the fees I am about to discuss as part of Pathway 2. Once we have completed the year 1 report I would imagine the annual cost of reporting should go down to around \$1,500 or less.

The second option available to the City is Pathway 2. Pathway 2 includes paying an annual fine or fee until the City is able to complete the Pathway 1 report. The good news is that the fee is small at \$260, but the City would need to start testing for Total Dissolved Solids (TDS) and not Fixed Dissolved Solids (FDS) in the Grandi Ranch monitoring wells which may or may not come at a higher cost.

In the end, Pathway 2 may be your best bet since the fee is much less than our fee would be to prepare the report but I will let you and City leadership make that call. Additionally, we have spent some time reviewing this program and will issue a General Services invoice next month which reflects that effort. Thanks you for your time Kathy and please do not hesitate to reach out to me should you have any questions or needs over the next few weeks.

Thank you,

Lucas Tipton, P.E.
Direct: (775) 853-7253
Cell: (775) 815-3289

From: Kathy LeBlanc <ofclerk-cityofloyalton@psln.com>
Sent: Wednesday, January 20, 2021 10:50 AM
To: Lucas Tipton <lucas@farrwestengineering.com>
Subject: Salt Program

Hi Lucas,

I received this letter from the Control Board. Brooks and John asked me to send it to you. If I can help let me know.

Kathy
City of Loyalton

Kathy LeBlanc

From: Lucas Tipton [lucas@farrwestengineering.com]
Sent: Friday, February 12, 2021 4:04 PM
To: Kathy LeBlanc
Cc: Kristi Miyakawa
Subject: RE: Salt Program
Attachments: Salt Control Fact Sheet 1-13-21.pdf; salt_guidance.pdf

Categories: Red Category

SALT PROGRAM

Kathy,

We have looked into the reporting requirements and spoke with the Central Valley Salinity Coalition (CVSC) and you have two options for moving forward or being compliant with the program. The first route is termed Pathway 1 and would involve Farr West preparing a report and submitting it to the CVSC. If the City went this route it would probably cost between \$2,000 - \$3,000 in Farr West services, although there is approximately \$8,000 in budget remaining in the General Services Task Order so the City wouldn't need to allocate additional funds to complete this work. The only unknown with Pathway 1 is that we don't have the specific testing data they are requesting for the receiving water. If the CVSC does not accept the report as complete due to the missing data they may still move to charge you the fees I am about to discuss as part of Pathway 2. Once we have completed the year 1 report I would imagine the annual cost of reporting should go down to around \$1,500 or less.

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Thank you,

Lucas Tipton, P.E.
Direct: (775) 853-7253
Cell: (775) 815-3289

From: Kathy LeBlanc <ofclerk-cityofloyalton@psln.com>
Sent: Wednesday, January 20, 2021 10:50 AM
To: Lucas Tipton <lucas@farrwestengineering.com>
Subject: Salt Program

Hi Lucas,
I received this letter from the Control Board. Brooks and John asked me to send it to you. If I can help let me know.
Kathy
City of Loyalton

RECOMMEND PATHWAY 2 PHILLIP WALL 



Central Valley Regional Water Quality Control Board

TO: Kathy L. LeBlanc
City of Loyalton
210 Front Street
Loyalton, CA 96118

N15 -3039

FROM: CV-SALTS
Salt Control Program
Central Valley Regional Water Quality Control Board

DATE: 13 January 2020

SUBJECT: **CORRECTION TO NOTICE TO COMPLY LETTER**

On January 5, 2021, Notice to Comply letters for the Salt Control Program were sent to dischargers in the Central Valley in accordance with the Salt and Nitrate Control Program known as CV-SALTS. We were notified that the enclosed letter was sent to the wrong contact for Facility ID 214650. We have updated our records with your contact information and are forwarding you a copy of this letter. If you have any further questions about what is required of you, please email cvsalts@waterboards.ca.gov or call (916) 464-4675.

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95870 | www.waterboards.ca.gov/centralvalley



Central Valley Regional Water Quality Control Board

January 5, 2021

N15 2131

Evelyn Demello
Sierra County Environmental Health
PO Box 7
Loyalton, CA 96118

COPY

SALT CONTROL PROGRAM

NOTICE TO COMPLY

This letter contains legal requirements that must be followed. Failure to respond may result in enforcement action(s) being taken against you. Please note that you may have received a separate Notice to Comply for the new Nitrate Control Program that will also require your response.

You are receiving this Notice to Comply because you operate the following one or more facilities:

City of Loyalton and Grandi Ranch WWTF
403 Poole Lane
Loyalton, CA 96118

Facility/Place ID: 214650
Order Number: R5-2009-0108
CV-SALTS ID: 1907

KARL E. LONGLEY SCD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley

BACKGROUND

In May 2018, the Central Valley Water Board adopted Resolution R5-2018-0034, approving new Salt and Nitrate Control Programs. The Salt Control Program was developed to address salt accumulation issues in surface water and groundwater throughout the Central Valley Region.

Under the new Salt Control Program, the Central Valley Water Board will impose new permit requirements to protect surface waters and groundwater from salts in wastewater. This Notice to Comply (NTC) requires you to choose between new salinity permitting options established under the new Salt Control Program. Regardless of which compliance option you choose, your permit requirements will change at your next permit renewal. Please note that NTCs such as this one are being issued to all permittees that discharge salt to surface water and/or groundwater in the Sacramento-San Joaquin River Basins and in the Tulare Lake Basin.

If our information is incorrect, please contact us so that we may correct our records. If you have questions or believe you should be exempt from the NTC, please contact us as soon as possible by email or telephone. Our contact information is provided at the end of the letter.

SALT CONTROL PROGRAM

The Salt Control Program covers the entire Central Valley region and is broken into three phases, each of which will last from 10-15 years. The Board is currently beginning to implement Phase I. During Phase I, all permittees whose discharges exceed certain salinity thresholds set in the Salt Control Program will be required to participate in and help fund a comprehensive study to assess salinity problems and potential salinity solutions in the valley. This study has been named the Prioritization and Optimization Study, or P&O Study.

This NTC requires that you let the Board know whether you qualify for permit coverage under the “conservative” permitting approach, which is reserved for dischargers that fall under the salinity thresholds set by the Salt Control Program, or whether you will instead need permit coverage under the “alternative” salinity permitting approach. These two permitting options are described in more detail below:

1. Conservative Salinity Permitting Approach

The Conservative Salinity Permitting Approach (Conservative Approach) utilizes the existing regulatory structure and focuses on source control, use of conservative permit limits, and limited use of assimilative capacity and/or compliance time schedules.

2. Alternative Salinity Permitting Approach

The Alternative Salinity Permitting Approach (Alternative Approach) provides a compliance option to permittees who participate in and provide a minimum level of financial support for the Prioritization and Optimization Study (P&O Study), led by the Central Valley Salinity Coalition, during Phase I of the Salt Control Program. Permittees in the Alternative Approach are not required to meet the more stringent

limitations of the Conservative Approach, however, they must continue to implement efforts to control salt discharges through salinity management practices and/or performance-based measures as determined by the Central Valley Water Board.

RESPONDING TO THIS NTC

1. Visit the website, cvsalts.info, for more information on the Salt Control Program, including:
 - Salt Control Program requirements and timelines for both permitting pathways
 - Characterizing your salinity impacts to surface and/or groundwater
 - Participation requirements and fees for the P&O Study
 - Answers to Frequently Asked Questions

The cvsalts.info website will be updated regularly, so be sure to check back frequently for the latest information. You can also check the website for upcoming webinars that will provide guidance information.

A full copy of the Salt and Nitrate Control Program Basin Plan language, can be found at:

https://www.waterboards.ca.gov/cvsalts/salt_nitrate_bpa/snpc_accepted_bp_language_official.pdf.

2. Choose between the Conservative or Alternative Approach, submit the Notice of Intent (NOI) to the Central Valley Water Board, and begin meeting program requirements. The general NOI requirements for each approach are as follows:

A. Conservative Approach

- i. Conduct a comprehensive assessment of your salinity impacts to surface and/or groundwater.
- ii. Prepare a Salinity Characterization Report that demonstrates how your discharge will comply with the Conservative Approach requirements.
- iii. Submit your Salinity Characterization Report along with your NOI indicating your choice of the Conservative Approach Pathway to the Central Valley Water Board.
- iv. Obtain Central Valley Water Board staff approval.

B. Alternative Approach

- i. Contact the lead entity of the P&O Study to determine your required level of financial support. Submit your NOI indicating your choice of the Alternative Approach Pathway to the Central Valley Water Board along with documentation from the lead entity confirming your compliance with the required level of support.
- ii. Maintain the minimum required level of participation and financial support for the P&O Study and implement salinity source control measures and

Salt Control Program
Notice to Comply

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meet performance-based salinity effluent limits or targets to ensure effluent salinity levels are maintained.

An electronic fillable PDF version of the NOI is available at: https://www.waterboards.ca.gov/cvsalts/forms_temps_guide/salt_noi_form.pdf. A hardcopy can be sent to you by sending a request by email to cvsalts@waterboards.ca.gov. NOI submissions shall be sent via email to cvsalts@waterboards.ca.gov or mailed to the address below by **July 15, 2021**. Documents too large to be sent in one email may be sent in multiple emails.

Central Valley Water Board
CV-SALTS Program
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670

The Central Valley Water Board recommends that the documentation be submitted in electronic format to the email or as a CD mailed to the address above. If you choose to submit documentation as a CD or hardcopy, USPS Certified Mail is the preferred mailing method to ensure receipt of delivery by the Central Valley Water Board.

ENFORCEMENT

This NTC requires your response under Water Code section 13260. If you do not respond to this request with the materials specified above by the due date, you may be subject to enforcement actions, including actions under Water Code section 13261, which authorizes the Board to impose liability of up to \$1,000 per day for failure to submit a report. Under the new regulations, the Board will regulate permittees who do not elect a pathway under the Conservative Approach. **After July 15, 2021, discharges of salts at concentrations that exceed the conservative salinity limits identified in the Conservative Approach are prohibited unless the permittee is implementing the Phase 1 requirements of the Salt Control Program through either the Conservative Approach or the Alternative Approach.** Permittees who do not respond within the time frame may still be eligible to select the Alternative Approach, however they will need to obtain approval from the lead entity conducting the P&O Study to join late and will be subject to the lead entity's requirements in addition to providing the minimum required level of financial support.

For general information about the Central Valley Water Board's Salt and Nitrate Control Program, please visit our website <https://www.waterboards.ca.gov/cvsalts>.

If you have any further questions about what is required of you, please email cvsalts@waterboards.ca.gov or call (916) 464-4675.



Patrick Pulupa
Executive Officer

Salt Control Program
Notice to Comply

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Para obtener una versión traducida de este documento, envíe un correo electrónico a cvsalts@waterboards.ca.gov. (Spanish)

如需本文档翻译版，请发送邮件至 cvsalts@waterboards.ca.gov. (Chinese)

Để nhận phiên bản dịch của tài liệu này, vui lòng gửi email đến cvsalts@waterboards.ca.gov. (Vietnamese)

Yog koj xav tau daim ntaub ntawv no txhais ua lus Hmoob, thov xa email rau cvsalts@waterboards.ca.gov. (Hmong)

ਇਸ ਦਸਤਾਵੇਜ਼ ਦੇ ਪੰਜਾਬੀ ਅਨੁਵਾਦ ਲਈ, ਕ੍ਰਿਪਾ ਕਰਕੇ ਸਾਨੂੰ ਇਸ ਪਤੇ ਉਪਰ ਈ – ਮੇਲ ਭੇਜੋ cvsalts@waterboards.ca.gov. (Punjabi)

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NEW SALT CONTROL PROGRAM

FOR THE CENTRAL VALLEY



Coming Together to Resolve the Central Valley's Salinity Problems

To address increasing levels of salt in the Central Valley, a new Salt Control Program is underway for all regulated dischargers of salinity to surface waters or groundwaters throughout the region.

The phased program requires permitted dischargers to choose one of two permitting options:

OPTION 1

Proceed under traditional, more stringent, salinity control requirements

OR

OPTION 2

Join in a Valley-wide salt planning study that will lead to a long-term roadmap for addressing salt build up in the Central Valley.

In January, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) will mail Notices to Comply to all permitted dischargers subject to the new Salt Control Program, which was recently added to the Central Valley's Basin Plans.¹ This notice will trigger the need for permittees to make key decisions **within six months**, which will affect costs and responsibilities over the coming years.

¹ The new Salt Control Program is contained within Basin Plan Amendments for the Sacramento River, San Joaquin River, and Tulare Lake Basins, as approved by the Central Valley Water Board in 2018 and State Water Resources Control Board in 2019.

Challenges and Goals

High levels of salt exist in waters throughout the Central Valley, reducing crop production, impairing water use, and limiting agricultural and municipal uses. The reasons are complex and longstanding.

- Salt concentrations are naturally high, due to the native geology and arid climate.
- Salt levels are exacerbated by imported water supplies, as well as human activities that concentrate salts such as irrigation, food processing, municipal water use, and wastewater treatment.

To address these concerns, the new Salt Control Program is being administered by the Central Valley Water Board through its authorities to protect surface water and groundwater quality throughout the whole of the Central Valley. The goal is to protect and preserve multiple beneficial uses of water for people, the environment, and the economy.

The Choice Ahead: Two Permitting Options

Due to the long-term nature of salinity management, the new Salt Control Program will be phased in over time. Permitted dischargers must make an important choice: Whether to proceed under a traditional permit and be subject to conservative salinity limits or join in a regional Salt Prioritization and Optimization Study (**P&O Study**) to define long-term management actions.

The P&O Study. Phase 1 will run 10 to 15 years. During this time, the P&O Study will define long-term salt management actions, including strategies and projects for reducing and removing salts. It will cost \$10 million to \$15 million and will be administered by the Central Valley Salinity Coalition with oversight from the Central Valley Water Board and CV-SALTS stakeholders.

Permitting Options. While the P&O Study proceeds, permittees will have two options for salt compliance. Under both options, existing salt management and monitoring requirements will continue.

OPTION 1

CONSERVATIVE INDIVIDUAL OPTION

Individual permittee is responsible for reducing salt accumulation.

Stringent numeric water quality permit limits apply based on protecting the agricultural and/or municipal beneficial uses.

P&O Study participation is optional.

OPTION 2

ALTERNATIVE COOPERATIVE OPTION

Discharger elects to join region-wide P&O Study with fellow permittees.

Payment of an annual fee to support P&O Study is required.

Current permit performance levels must be maintained, while more stringent requirements are deferred during Phase I.

The P&O Study will help to determine the next permitting options for Phase II.

Benefits of the Alternative Option:

- Opportunity to participate and inform P&O Study process and analysis, including development of Phase II.
- Avoid more stringent and costly permitting requirements tied to the conservative option during Phase I.
- Likely less costly than Conservative permitting option demonstrations.
- Cooperative approach can aid achievement of long-term regional salinity goals.

Understanding the Phased Salt Control Program

PHASE 1

10-15 years with interim permitting approach

P&O Study Development

Salt Permitting Options:

Conservative
Individual approach
Alternative
Join P&O Study

PHASE 2

Following Phase 1

Design and permitting of preferred salt management projects identified in Phase 1.

Salt Permitting Options:

Options will be developed in conjunction with P&O Study completion and development of Phase II.

PHASE 3

Following Phase 2

Construction of salt management projects identified in Phase 1.

Salt Permitting Options:

Unknown at this time.

Next Steps: Processes, Fees and Timelines

The Central Valley Water Board will issue a Notice to Comply to permittees in January. Existing permittees must inform the Central Valley Water Board of their permitting choice **by July 15, 2021**. Fees to participate in the P&O Study are set by the Central Valley Salinity Coalition, which includes representatives of industry, agriculture, and community permittees. The fees vary by permit type and industry category.

Online Fee Payment Process

For permitted dischargers electing to join the P&O study, compliance steps and fee payments for participation can be completed online. The Notices to Comply will include a CV-SALTS ID number. By entering the CV-SALTS ID, permittees will be linked to their permit program, which will include cost information. They will be asked to provide standard information and answer several questions and will be directed to further online resources. The website process will walk permittees through review and approval of the P&O Study Participation Agreement and payment processes by credit card or invoice to submit a check. Initiate the process here: www.cvsalinity.org/po-fee.

Salt Control Program Fees by Permit Type or Industry Category

Permittee Type	Action Required / Annual Fee
Farmers in Irrigated Lands Regulatory Program Coalitions	Most coalitions are collecting and paying the fees on your behalf. If you are in the Tule Basin Water Quality Coalition or Sacramento Valley Water Quality Coalition, contact your coalition lead.
Dairies and Bovine Operations	The Central Valley Dairy Representative Monitoring Program (www.cvdrmp.org) is collecting and paying fees for all CVDRMP member dairies and bovine operations. Nonmembers may need to pay fees directly through the CV-SALTS online payment process; however, dairies and bovine operations should first contact CVDRMP at 916-594-9450 or CVDRMP@gmail.com for further information.
Poultry Facilities	The California Poultry Federation and Pacific Egg and Poultry Association collects and pays the fees for their members. Non-member poultry permittees who received a notice to comply are assessed a \$250 fee to be paid online.
Food Processors	\$700 per permit
Wineries	Fee based on production levels: Small producers regulated under a Central Valley Water Board waiver \$ 250 Fewer than 50,000 cases \$ 750 50,000 to 200,000 cases \$ 1,500 More than 200,000 cases \$ 3,000
Oil and Gas Producers	Price per permitted facility (ponds): \$160 each.
Wastewater/Water Treatment and Other Community Facilities	Permits for these facilities and related community permits are assigned as a community. Fees vary and are shown in the online payment portal.
All Others	Initial year fee based on presumed size and other factors (assigned in database and revised in future years). Others: \$250 minimum or a percentage of Water Board Permit Fee (rates set each year based on program need). Other industries are working to collect and pay P&O Study fees and will reach out to their members.



Photo courtesy of California Department Water Resources



For More Information

CV-SALTS is working to ensure safe, reliable water supplies for everyone in the Central Valley. You are encouraged to participate and get involved now. To learn more, visit www.cvsalts.info/salt-control-program.

NOTICE OF INTENT GUIDANCE TO COMPLY WITH THE SALT CONTROL PROGRAM

PURPOSE

The Central Valley Regional Water Quality Control Board (Central Valley Water Board or Board) has established a Salt Control Program (Program) to regulate salinity impacts throughout the Central Valley. The Program requires all dischargers with permits issued by the Board (permittees) that include permit terms to limit salinity impacts to decide on one of two compliance pathways within 6 months of receiving a Notice to Comply (NTC):

Pathway 1: Conservative Salinity Permitting Approach

Pathway 2: Alternative Salinity Permitting Approach

The purpose of this document is to provide guidance to permittees on the two pathways.

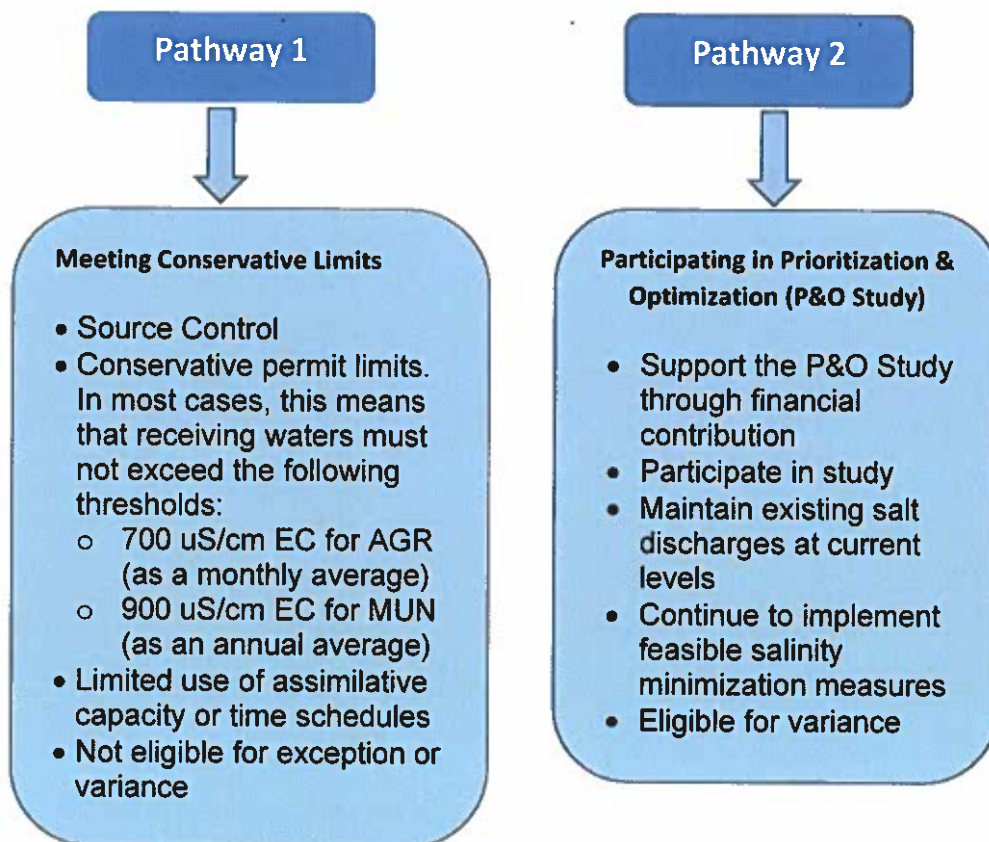
TIMELINE

Within **6 months** of receiving the NTC (please refer to the specific date listed in your letter), permittees must submit a Notice of Intent (NOI) to the Board. The NOI tells the Board which compliance pathway the permittee has chosen. The Board will then update the permittee's permit to reflect that choice. The NOI must include all necessary technical documentation that supports the decision.

BEFORE CHOOSING A PATHWAY

Before permittees decide which pathway to choose, the Board recommends visiting the website cvsalts.info (cvsalinity.org/public-info) for information. Pathway 1 is solely designed for permittees whose discharges have very low salinity concentrations, such as stormwater. To qualify for Pathway 1, a characterization study is required and must demonstrate that the permittee's discharges meet low numeric thresholds and do not threaten to further degrade groundwater or surface water. Most permittees in the Central Valley do not meet these thresholds, and therefore must choose Pathway 2. Since salts are conservative constituents (salts will continue to accumulate in water as water is reused), the Board may require all of these permittees to both limit salinity in their discharge through performance-based limits and through the implementation of salinity management planning, and will require these permittees to participate in a valley-wide study to better understand long-term salinity solutions. Figure 1, below, presents an overview of the two pathways.

Figure 1. Overview Comparison Between Pathway 1 and 2



IF YOU CHOOSE PATHWAY 1

Submit a Salinity Characterization Report that includes or considers all of the following:

1. General Information (can be found on the cover page of your NTC)

- CV-SALTS ID(s)
- Facility ID(s)
- Facility Name(s)

2. Characterization of Discharge

You must provide a characterization of discharge to surface water or groundwater.

- *Constituent(s) to Analyze* – Characterize the discharge by using electrical conductivity (EC) data. If EC data is not available, total dissolved solids (TDS) data may be used, but prior to analysis, the TDS results should be transformed to EC values using the following standard conversion:

$$\text{TDS}/0.64 = \text{EC}$$

If you want to use a site-specific conversion method for converting TDS data to EC, the technical justification for the alternative conversion factor should be attached to the end of the report as an appendix.

- *Locations of Permitted Discharge* – List all discharge points and include a map with labels indicating locations of discharge points. Describe and indicate on the map the predominate direction of water flow through the area. For discharge to groundwater, indicate on the map the basin/sub-basin name and boundary.
- *Period of Record for Discharge Data Analysis* – Data from at least two years prior to the date of the NTC should be utilized for the analysis (additional data is needed by water-year type for irrigated agriculture – see below). Historical data (within the past 5-10 years) and/or regional data may be used if local or current data is not available. If historical data is used, explain how historical data is representative of current discharge.

The frequency of water quality analysis used should be sufficient to characterize any variability or trends in the discharge quality. There should be no significant gaps within the data. You should also be able to calculate monthly and annual averages from the data. Include or consider the following:

- Provide a table summarizing monthly and annual average calculations.
- Provide justification for any historical data used.
- Provide sources of data.

- Include all data utilized at the end of the report as an appendix. Data should include name of discharge point, constituent analyzed, unit, and date.

Additional information needed to characterize discharges from large-scale, regional operations (e.g., agriculture) includes:

- Characterization of irrigation source waters throughout the discharge area by water year type (e.g., critical, dry, wet) to include EC, irrigation water application rates, evapotranspiration rates, rainfall averages, and leaching fraction estimates within the sub-basin.

3. Characterization of Receiving Water

Surface Water Characterization

If your receiving water is surface water, you must characterize ambient water quality around discharge locations.

- *Constituent(s) to Analyze* – Characterize the receiving surface water by using electrical conductivity (EC) data. If EC data is not available, total dissolved solids (TDS) data may be used, but prior to analysis, the TDS results should be transformed to EC using the following standard conversion:

$$\text{TDS}/0.64 = \text{EC}$$

If you want to use a site-specific conversion method for converting TDS data to EC, the technical justification for the alternative conversion factor should be attached to the end of the report as an appendix.

The surface water characterization should provide a justification for the selection of the surface water locations used to characterize the receiving water.

- *Locations of Receiving Surface Water Stations* – For each discharge point to receiving water, data must be provided from three locations that are representative of ambient water quality:
 - Upstream of discharge point(s);
 - Downstream of the facility but relatively close to discharge point(s); and
 - Downstream of the facility at a location where discharge is fully mixed with receiving water.

The characterization should provide a justification for the selection of the surface water monitoring stations used to characterize the receiving water.

List all receiving water bodies and water monitoring stations where data was collected. Include a map with labels identifying locations of receiving water bodies

and the monitoring stations. Describe and indicate on the map the predominate direction of surface water flow through the area.

For permits that regulate discharges across a watershed, representative monitoring sites must be selected that sufficiently characterize the conditions throughout the watershed.

- *Period of Record for Receiving Surface Water Data Analysis* – Data from at least two years prior to the date of the NTC should be utilized for the analysis. Historical data (within the past 5-10 years) and/or regional data may be used if local or current data is not available. If historical data is used, explain how historical data is representative of current ambient water quality.

The frequency of water quality analysis used should be sufficient to characterize any variability or trends in the receiving water such as flow conditions that may be affected by water year type. There should be no significant gaps within the data. You should also be able to calculate monthly and annual averages from the data. Include or consider the following:

- Provide a table summarizing monthly and annual average calculations.
- Provide justification for any historical data used.
- Provide sources of data.
- Include all data utilized at the end of the report as an appendix. Data should include name of monitoring station, constituent analyzed, unit, and date.

Groundwater Characterization

If your receiving water is groundwater (e.g., you discharge to ponds, spray fields, crops, and/or application areas), you must characterize quality of groundwater within your area of contribution to the underlying basin/sub-basin groundwater quality.

- *Constituent(s) to Analyze* – Characterize the receiving groundwater by using electrical conductivity (EC) data. If EC data is not available, total dissolved solids (TDS) data may be used, but prior to analysis, the TDS results should be transformed to EC values using the following standard conversion:

$$\text{TDS}/0.64 = \text{EC}$$

If you want to use a site-specific conversion method for converting TDS data to EC, the technical justification for the alternative conversion factor should be attached to the end of the report as an appendix.

- *Locations of Receiving Groundwater Wells* – Characterize groundwater within and around area of contribution. This characterization should be conducted at first encountered groundwater without any volume-weighted averaging. For the purpose of the Salinity Characterization Report, first encountered groundwater is defined as

water that is first encountered when drilling underground whether it is sufficient to supply a well or not.

To determine first encountered groundwater depth, you should use drilling methods or tools such as Piezometers or Direct Push Drilling. Alternative types of drilling methods and/or tools may be necessary if depth of first encountered groundwater is beyond too deep. To ensure certainty in determining direction of groundwater flow, these tools should be installed, at a minimum, in a set of three in a triangular manner in each of the following locations:

- Upgradient of the area of contribution;
- Within the area of contribution; and
- Downgradient of the area of contribution.

Provide method and sources used to determine first-encountered groundwater depth. Include graphs of depth measurements and meter readings along with a geologic log. A California Licensed Professional Geologist should perform these analyses as appropriate.

Once first encountered groundwater depth has been determined, data that is representative of groundwater quality must be provided for each location. If there is existing data available, the characterization should provide a justification for the selection of the existing sampling locations used to characterize groundwater within and around the area of contribution. Well data should represent the depth of first encountered groundwater. Data from drinking water wells may not be representative because they are often screened lower in the aquifer system. If there is no existing data available, refer to Section 7.

List all basin/sub-basin(s) and monitoring well stations where data was collected. Include a map with labels identifying name and boundary of basin/sub-basins and location of monitoring well stations. Describe and indicate on the map the predominate direction of groundwater flow through the area.

- For permits that regulate discharges across an entire groundwater sub-basin, representative monitoring sites must be selected that sufficiently characterize the conditions throughout the entire sub-basin to include upgradient and downgradient conditions with adequate well density to capture variations in source water quality and geologic conditions. Characterization must include data for all water-year types (e.g., critical, dry, wet).
- *Period of Record for Receiving Groundwater Data Analysis* – If there is existing data available, data from at least two years prior to the date of the NTC should be utilized for the analysis. Historical data (within the past 5-10 years) and/or regional data may be used if local or current data is not available. If historical data is used, explain how

historical data is representative of current underlying groundwater quality within and around area of contribution.

The frequency of water quality analysis used should be sufficient to characterize any variability or trends in groundwater quality such as during drier and wetter than normal rainfall periods. The analysis should make best efforts to project the area of contribution over a 20-year horizon. There should be no significant gaps within the data. You should also be able to calculate monthly and annual averages from the data. Include or consider the following:

- Provide a table summarizing monthly and annual average calculations.
- Provide justification for any historical data used.
- Provide sources of data.
- Include all data utilized at the end of the report as an appendix. Data should include name of groundwater monitoring well, well location, well type, well depth, constituent analyzed, unit, and date.

4. Evaluation of Applicable Beneficial Uses and Appropriate Numeric Threshold(s)

Eligibility for Pathway 1 requires a finding that your discharge will not cause an exceedance of conservative numeric thresholds AND that your discharge will not further degrade groundwater or surface water. The applicable numeric threshold(s) apply based on whether the Board's Basin Plan designates the groundwater or surface water that receives your discharge as supporting the Agricultural Supply beneficial use (AGR) and/or the Municipal or Domestic Supply beneficial use (MUN). Note that your receiving water defaults to supporting the MUN use unless it is specifically de-designated in the Basin Plan.¹ Unless the Board's Basin Plans designate a site-specific numeric water quality objective, a permittee seeking to be regulated under Pathway 1 must meet the following thresholds:

AGR – 700 uS/cm EC, as a monthly average

MUN – 900 uS/cm EC, as an annual average

If the receiving water has a site-specific numeric water quality objective, that objective will be used for determining whether the permittee may be regulated under Pathway 1. Otherwise, the evaluation should rely on the above values. Fill out the table in III.A.2. of the Notice of Intent (NOI).

¹ State Water Resources Control Board Resolution No. 88- 63 (Sources of Drinking Water Policy) designates all surface and ground waters in California with the MUN use unless they have been specifically de-designated of the MUN use in the Basin Plan.

5. Evaluation of Whether Discharge Results in Exceedances of Numeric Thresholds or Threatens to Cause Additional Degradation of Groundwater or Surface Water²

Using findings from 2 through 4, you must both determine if your discharge will result in an exceedance of the MUN and/or AGR numeric thresholds in the receiving water and if your discharge will cause additional salinity degradation.

Surface Water

Compare discharge and receiving water data. Provide a table summarizing the results and indicate whether the discharge will result in an exceedance of the MUN and/or AGR numeric thresholds in the receiving water or if your discharge will cause additional salinity degradation. Consider the following:

- If the monthly or annual discharge averages exceed applicable thresholds, the discharge cannot be permitted under Pathway 1.
- If monthly or annual discharge averages do not exceed applicable thresholds but are above the receiving water average concentrations, and if that degradation has not been authorized by the Board in a Board-issued permit, this degradation precludes the discharge from being permitted under Pathway 1.

Groundwater

Compare discharge and receiving water data while making best effort to project the area of contribution over a 20-year horizon considering all water year types. Provide a table summarizing the results and indicate whether the discharge is degrading receiving water quality. The technical basis for a finding of no degradation now or in the future (e.g., findings from application of numerical models) must be attached to the end of the report as an appendix. Consider the following:

- If monthly or annual discharge averages, as they are calculated based on when they reach groundwater, exceed applicable thresholds, the discharge cannot be permitted under Pathway 1.
- If monthly or annual discharge averages, as they are calculated based on when they reach groundwater, do not exceed applicable thresholds, but if the discharge is anticipated to contribute to degradation that has not been authorized by the Board in

² For irrigated agriculture, biosolids, percolation ponds, manure application, and other discharges associated with soil amendments, the point of compliance would be defined as leachate below any existing root zone as it leaches downward to impact groundwater.

a Board-issued permit over a 20-year horizon, the discharge cannot be permitted under Pathway 1.

EXAMPLES

Surface Water

The City of Big Hills is the owner/operator of a municipal wastewater treatment plant subject to an individual NPDES Permit. Upon receipt of the Notice to Comply, the municipality will need to conduct an evaluation to determine if its discharges cause an exceedance of the conservative EC-based salinity values to protect AGR or MUN beneficial uses. The City conducts an evaluation as described above and the analysis of water quality data shows that the EC of the discharge has never exceeded 300 $\mu\text{S}/\text{cm}$, which is well below the conservative threshold values for protection of the AGR and MUN beneficial uses and of higher quality than the receiving water, which ranges from 450-650 $\mu\text{S}/\text{cm}$. The City is able to be permitted under the Conservative Permitting Approach and must provide its Notice of Intent within six months of receiving the Notice to Comply.

In contrast, when the City of Small Hills (which has a similar NPDES permit) conducted its analyses, the monthly average EC of the discharge ranged from 400 $\mu\text{S}/\text{cm}$ to 700 $\mu\text{S}/\text{cm}$ which was above the background receiving water quality of 150 to 350 $\mu\text{S}/\text{cm}$. Although the City of Small Hills discharges into a river that dilutes its discharge, the City of Small Hills had never conducted a thorough analysis of other salinity sources to support a site-specific objective. The City of Small Hills will need to either request that the Board allow the river's dilution to be used to help determine compliance (using "assimilative capacity," or the capacity of the river to absorb and dilute salinity) or pursue compliance under the Alternative Permitting Approach. Since the Amendments strongly discourage the use of assimilative capacity, preferring instead to conduct a larger analyses through the P&O Study, the City of Small Hills will likely find it more cost-effective to select compliance under the Alternative Permitting Approach, which will require the City to contact the lead entity managing the P&O Study and complete requirements necessary to be documented as fully participating. The City's permit would be amended to incorporate provisions related to the P&O Study and identify that the permittee is in compliance with salinity effluent limits as long as they continue to fully participate in the P&O Study.

Groundwater

Ripe Tomatoes, Inc. is a food processor in Merced County and has a WDR that authorizes the facility to discharge treated effluent to a nearby pasture owned and operated by Ripe Tomatoes. The facility assesses the quality of the groundwater within its area of contribution to the underlying groundwater sub-basin to determine background EC levels. The assessment must make best efforts to project the area of contribution over a 20-year horizon. The assessment finds that the monthly and annual average EC varies closely around 500 $\mu\text{S}/\text{cm}$. The land-applied effluent has a monthly average EC of 575 $\mu\text{S}/\text{cm}$. Through various processes, the EC increases as it percolates to the underlying groundwater and is typically around 800 $\mu\text{S}/\text{cm}$ when it

enters the groundwater. The treated effluent that enters the groundwater is above the AGR threshold of 700 $\mu\text{S}/\text{cm}$ and the facility cannot be permitted under the Conservative Permitting Approach unless Ripe Tomatoes can demonstrate that other cleaner water sources will interact with its wastewater in the aquifer, which would be considered using assimilative capacity to help determine compliance. However, the Basin Plan Amendments limit new salinity-related allocations of assimilative capacity and the Board will not likely authorize an allocation of assimilative capacity to determine whether the facility complies with the Salt Control Program. While the facility could potentially upgrade its treatment capabilities to reduce the EC of its treated effluent, it will likely be more cost-effective for Ripe Tomatoes to seek compliance under the Alternative Permitting Approach. The permittee's selected permitting approach and the required supporting documentation must be submitted to the Central Valley Water Board within six months of receiving the Notice to Comply.

6. Assessment of Compliance

Using findings from Section 5 above, you must determine your ability to comply with the requirements of Pathway 1.

The compliance assessment must be based solely on existing treatment controls and not include any planned changes in the facilities treatment controls or source of water. If planned modifications to the facility will allow the facility to comply with the Pathway 1 requirements in the future, see Section 7 ("Ability to Comply with Pathway 1 Requirements in the Future") below.

Note that Pathway 1 limits the availability of the use of compliance tools to achieve compliance over the long term, including:

- A time schedule order to meet a salinity-related effluent limit or waste discharge requirement; or
- A new or expanded allocation of assimilative capacity or mixing zone (if it exists).

Approval of either of these compliance tools is very limited and subject to the discretion of the Board. If the findings from Section 5 indicate that the facility cannot comply with Pathway 1 except through the use of one of these compliance tools, you must contact the Board regarding the potential to receive approval of a request for allocation of any available assimilative capacity, mixing zone, or a time schedule order. A request for the Board to consider one of these compliance tools may require you to complete additional technical analyses and documentation as needed. Alternatively, you can consider selecting Pathway 2 to comply with the Program and evaluate the potential to change your permitting approach at a later date (see Section 7 below).

If your existing permit already has an approved allocation of assimilative capacity or mixing zone, supported by a previously accepted antidegradation study or analysis, the Board may consider continuing previously-approved assimilative capacity.

A modification to the facility's current operation that improves effluent quality through changes in blending of source waters may be considered, if it can be demonstrated that the facility has the authority and capability to implement that change at the time this assessment is submitted to the Central Valley Water Board.

7. Ability to Comply with Pathway 1 Requirements in the Future

You may find that it is not possible to demonstrate an ability to comply with the Pathway 1 requirements within the time frame allowed to submit the NOI. Reasons may include:

- Lack of sufficient data to adequately characterize a receiving water or facility's effluent (which could be remedied with additional data collection in the future).
- Planned facility modifications that will result in compliance with Pathway 1 requirements that will not be completed in time to meet the Program's timeline for submitting an NOI.

Under these scenarios or others, you should consider selecting Pathway 2 when submitting an NOI. At a later date, you have the option to revisit the selected permitting approach. Specifically, the Program states:

Permittees may switch from one approach to another by submitting a written request to the Executive Officer of the Central Valley Water Board to change its selected compliance pathway. This request must include documentation regarding how the permittee will comply with the requirements applicable to the compliance pathway it is now requesting to be permitted under and the basis for the change. If the permittee requests to change from the Alternative to the Conservative Permitting Approach, the permittee must demonstrate to the Board that it has complied with all provisions associated with the Alternative Permitting Approach, including financial support to the P&O study, up through the time of permit revision to incorporate requirements for the Conservative Permitting Approach.

Permittees that decide to implement this provision of the Program will need to submit the information that is required in the assessment, as described in Sections 1 through 6. At the time of submittal of a request to change the permitting approach and until the Board approves the change, you must continue to comply with the Pathway 2 requirements.

IF YOU CHOOSE PATHWAY 2

You must contact the lead entity of the P&O Study which is Central Valley Salinity Coalition (CVSC) through cvsalts.info (cvsalinity.org/public-info) or contacting the CVSC Executive Director, Daniel Cozad, at dcozad@cvsalinity.org to determine the annual fee required to participate in the P&O Study. Annual fees are set by CVSC and vary by permit type or industry category. For general fee breakdown, see the [P&O Fee Summary by Industry/Permit Type Tables](#)

(<https://www.cvsalinity.org/images/P&O%20Fees.pdf>). Once you provide the appropriate level of financial support, CVSC will provide you with documentation to submit with the NOI.



NEW SALT CONTROL PROGRAM

FOR THE CENTRAL VALLEY



Coming Together to Resolve the Central Valley's Salinity Problems

To address increasing levels of salt in the Central Valley, a new Salt Control Program is underway for all regulated dischargers of salinity to surface waters or groundwaters throughout the region.

The phased program requires permitted dischargers to choose one of two permitting options:

OPTION 1

Proceed under traditional, more stringent, salinity control requirements

OR

OPTION 2

Join in a Valley-wide salt planning study that will lead to a long-term roadmap for addressing salt build up in the Central Valley.

In January, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) will mail Notices to Comply to all permitted dischargers subject to the new Salt Control Program, which was recently added to the Central Valley's Basin Plans.¹ This notice will trigger the need for permittees to make key decisions **within six months**, which will affect costs and responsibilities over the coming years.

¹ The new Salt Control Program is contained within Basin Plan Amendments for the Sacramento River, San Joaquin River, and Tulare Lake Basins, as approved by the Central Valley Water Board in 2018 and State Water Resources Control Board in 2019.

Challenges and Goals

High levels of salt exist in waters throughout the Central Valley, reducing crop production, impairing water use, and limiting agricultural and municipal uses. The reasons are complex and longstanding.

- Salt concentrations are naturally high, due to the native geology and arid climate.
- Salt levels are exacerbated by imported water supplies, as well as human activities that concentrate salts such as irrigation, food processing, municipal water use, and wastewater treatment.

To address these concerns, the new Salt Control Program is being administered by the Central Valley Water Board through its authorities to protect surface water and groundwater quality throughout the whole of the Central Valley. The goal is to protect and preserve multiple beneficial uses of water for people, the environment, and the economy.

The Choice Ahead: Two Permitting Options

Due to the long-term nature of salinity management, the new Salt Control Program will be phased in over time. Permitted dischargers must make an important choice: Whether to proceed under a traditional permit and be subject to conservative salinity limits or join in a regional Salt Prioritization and Optimization Study (**P&O Study**) to define long-term management actions.

The P&O Study. Phase 1 will run 10 to 15 years. During this time, the P&O Study will define long-term salt management actions, including strategies and projects for reducing and removing salts. It will cost \$10 million to \$15 million and will be administered by the Central Valley Salinity Coalition with oversight from the Central Valley Water Board and CV-SALTS stakeholders.

Permitting Options. While the P&O Study proceeds, permittees will have two options for salt compliance. Under both options, existing salt management and monitoring requirements will continue.

OPTION 1

CONSERVATIVE INDIVIDUAL OPTION

Individual permittee is responsible for reducing salt accumulation.

Stringent numeric water quality permit limits apply based on protecting the agricultural and/or municipal beneficial uses.

P&O Study participation is optional.

OPTION 2

ALTERNATIVE COOPERATIVE OPTION

Discharger elects to join region-wide P&O Study with fellow permittees.

Payment of an annual fee to support P&O Study is required.

Current permit performance levels must be maintained, while more stringent requirements are deferred during Phase I.

The P&O Study will help to determine the next permitting options for Phase II.

Benefits of the Alternative Option:

- Opportunity to participate and inform P&O Study process and analysis, including development of Phase II.
- Avoid more stringent and costly permitting requirements tied to the conservative option during Phase I.
- Likely less costly than Conservative permitting option demonstrations.
- Cooperative approach can aid achievement of long-term regional salinity goals.

Understanding the Phased Salt Control Program

PHASE 1

10-15 years with interim permitting approach

P&O Study Development

Salt Permitting Options:

Conservative Individual approach

Alternative Join P&O Study

PHASE 2

Following Phase 1

Design and permitting of preferred salt management projects identified in Phase 1.

Salt Permitting Options:

Options will be developed in conjunction with P&O Study completion and development of Phase II.

PHASE 3

Following Phase 2

Construction of salt management projects identified in Phase 1.

Salt Permitting Options:

Unknown at this time.

Next Steps: Processes, Fees and Timelines

The Central Valley Water Board will issue a Notice to Comply to permittees in January. Existing permittees must inform the Central Valley Water Board of their permitting choice **by July 15, 2021**. Fees to participate in the P&O Study are set by the Central Valley Salinity Coalition, which includes representatives of industry, agriculture, and community permittees. The fees vary by permit type and industry category.

Online Fee Payment Process

For permitted dischargers electing to join the P&O study, compliance steps and fee payments for participation can be completed online. The Notices to Comply will include a CV-SALTS ID number. By entering the CV-SALTS ID, permittees will be linked to their permit program, which will include cost information. They will be asked to provide standard information and answer several questions and will be directed to further online resources. The website process will walk permittees through review and approval of the P&O Study Participation Agreement and payment processes by credit card or invoice to submit a check. Initiate the process here: www.cvsalinity.org/po-fee.

Salt Control Program Fees by Permit Type or Industry Category

Permittee Type	Action Required / Annual Fee
Farmers in Irrigated Lands Regulatory Program Coalitions	Most coalitions are collecting and paying the fees on your behalf. If you are in the Tule Basin Water Quality Coalition or Sacramento Valley Water Quality Coalition, contact your coalition lead.
Dairies and Bovine Operations	The Central Valley Dairy Representative Monitoring Program (www.cvdrmp.org) is collecting and paying fees for all CVDRMP member dairies and bovine operations. Nonmembers may need to pay fees directly through the CV-SALTS online payment process; however, dairies and bovine operations should first contact CVDRMP at 916-594-9450 or CVDRMP@gmail.com for further information.
Poultry Facilities	The California Poultry Federation and Pacific Egg and Poultry Association collects and pays the fees for their members. Non-member poultry permittees who received a notice to comply are assessed a \$250 fee to be paid online.
Food Processors	\$700 per permit
Wineries	Fee based on production levels: Small producers regulated under a Central Valley Water Board waiver \$ 250 Fewer than 50,000 cases \$ 750 50,000 to 200,000 cases \$ 1,500 More than 200,000 cases \$ 3,000
Oil and Gas Producers	Price per permitted facility (ponds): \$160 each.
Wastewater/Water Treatment and Other Community Facilities	Permits for these facilities and related community permits are assigned as a community. Fees vary and are shown in the online payment portal.
All Others	Initial year fee based on presumed size and other factors (assigned in database and revised in future years). Others: \$250 minimum or a percentage of Water Board Permit Fee (rates set each year based on program need). Other industries are working to collect and pay P&O Study fees and will reach out to their members.



Photo courtesy of California Department Water Resources



For More Information

CV-SALTS is working to ensure safe, reliable water supplies for everyone in the Central Valley. You are encouraged to participate and get involved now. To learn more, visit www.cvsalts.info/salt-control-program.

NOTICE OF INTENT GUIDANCE TO COMPLY WITH THE SALT CONTROL PROGRAM

PURPOSE

The Central Valley Regional Water Quality Control Board (Central Valley Water Board or Board) has established a Salt Control Program (Program) to regulate salinity impacts throughout the Central Valley. The Program requires all dischargers with permits issued by the Board (permittees) that include permit terms to limit salinity impacts to decide on one of two compliance pathways within 6 months of receiving a Notice to Comply (NTC):

Pathway 1: Conservative Salinity Permitting Approach

Pathway 2: Alternative Salinity Permitting Approach

The purpose of this document is to provide guidance to permittees on the two pathways.

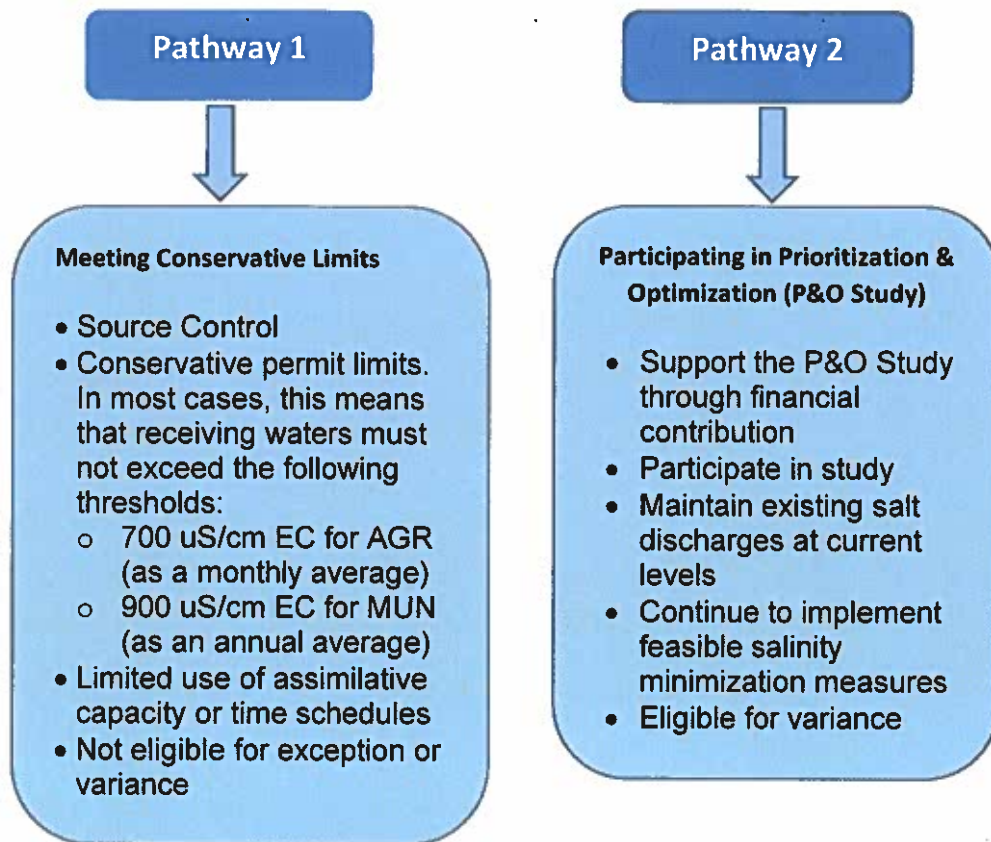
TIMELINE

Within **6 months** of receiving the NTC (please refer to the specific date listed in your letter), permittees must submit a Notice of Intent (NOI) to the Board. The NOI tells the Board which compliance pathway the permittee has chosen. The Board will then update the permittee's permit to reflect that choice. The NOI must include all necessary technical documentation that supports the decision.

BEFORE CHOOSING A PATHWAY

Before permittees decide which pathway to choose, the Board recommends visiting the website cvsalts.info (cvsalinity.org/public-info) for information. Pathway 1 is solely designed for permittees whose discharges have very low salinity concentrations, such as stormwater. To qualify for Pathway 1, a characterization study is required and must demonstrate that the permittee's discharges meet low numeric thresholds and do not threaten to further degrade groundwater or surface water. Most permittees in the Central Valley do not meet these thresholds, and therefore must choose Pathway 2. Since salts are conservative constituents (salts will continue to accumulate in water as water is reused), the Board may require all of these permittees to both limit salinity in their discharge through performance-based limits and through the implementation of salinity management planning, and will require these permittees to participate in a valley-wide study to better understand long-term salinity solutions. Figure 1, below, presents an overview of the two pathways.

Figure 1. Overview Comparison Between Pathway 1 and 2



IF YOU CHOOSE PATHWAY 1

Submit a Salinity Characterization Report that includes or considers all of the following:

1. General Information (can be found on the cover page of your NTC)

- CV-SALTS ID(s)
- Facility ID(s)
- Facility Name(s)

2. Characterization of Discharge

You must provide a characterization of discharge to surface water or groundwater.

- *Constituent(s) to Analyze* – Characterize the discharge by using electrical conductivity (EC) data. If EC data is not available, total dissolved solids (TDS) data may be used, but prior to analysis, the TDS results should be transformed to EC values using the following standard conversion:

$$\text{TDS}/0.64 = \text{EC}$$

If you want to use a site-specific conversion method for converting TDS data to EC, the technical justification for the alternative conversion factor should be attached to the end of the report as an appendix.

- *Locations of Permitted Discharge* – List all discharge points and include a map with labels indicating locations of discharge points. Describe and indicate on the map the predominate direction of water flow through the area. For discharge to groundwater, indicate on the map the basin/sub-basin name and boundary.
- *Period of Record for Discharge Data Analysis* – Data from at least two years prior to the date of the NTC should be utilized for the analysis (additional data is needed by water-year type for irrigated agriculture – see below). Historical data (within the past 5-10 years) and/or regional data may be used if local or current data is not available. If historical data is used, explain how historical data is representative of current discharge.

The frequency of water quality analysis used should be sufficient to characterize any variability or trends in the discharge quality. There should be no significant gaps within the data. You should also be able to calculate monthly and annual averages from the data. Include or consider the following:

- Provide a table summarizing monthly and annual average calculations.
- Provide justification for any historical data used.
- Provide sources of data.

- Include all data utilized at the end of the report as an appendix. Data should include name of discharge point, constituent analyzed, unit, and date.

Additional information needed to characterize discharges from large-scale, regional operations (e.g., agriculture) includes:

- Characterization of irrigation source waters throughout the discharge area by water year type (e.g., critical, dry, wet) to include EC, irrigation water application rates, evapotranspiration rates, rainfall averages, and leaching fraction estimates within the sub-basin.

3. Characterization of Receiving Water

Surface Water Characterization

If your receiving water is surface water, you must characterize ambient water quality around discharge locations.

- *Constituent(s) to Analyze* – Characterize the receiving surface water by using electrical conductivity (EC) data. If EC data is not available, total dissolved solids (TDS) data may be used, but prior to analysis, the TDS results should be transformed to EC using the following standard conversion:

$$\text{TDS}/0.64 = \text{EC}$$

If you want to use a site-specific conversion method for converting TDS data to EC, the technical justification for the alternative conversion factor should be attached to the end of the report as an appendix.

The surface water characterization should provide a justification for the selection of the surface water locations used to characterize the receiving water.

- *Locations of Receiving Surface Water Stations* – For each discharge point to receiving water, data must be provided from three locations that are representative of ambient water quality:
 - Upstream of discharge point(s);
 - Downstream of the facility but relatively close to discharge point(s); and
 - Downstream of the facility at a location where discharge is fully mixed with receiving water.

The characterization should provide a justification for the selection of the surface water monitoring stations used to characterize the receiving water.

List all receiving water bodies and water monitoring stations where data was collected. Include a map with labels identifying locations of receiving water bodies

and the monitoring stations. Describe and indicate on the map the predominate direction of surface water flow through the area.

For permits that regulate discharges across a watershed, representative monitoring sites must be selected that sufficiently characterize the conditions throughout the watershed.

- *Period of Record for Receiving Surface Water Data Analysis* – Data from at least two years prior to the date of the NTC should be utilized for the analysis. Historical data (within the past 5-10 years) and/or regional data may be used if local or current data is not available. If historical data is used, explain how historical data is representative of current ambient water quality.

The frequency of water quality analysis used should be sufficient to characterize any variability or trends in the receiving water such as flow conditions that may be affected by water year type. There should be no significant gaps within the data. You should also be able to calculate monthly and annual averages from the data. Include or consider the following:

- Provide a table summarizing monthly and annual average calculations.
- Provide justification for any historical data used.
- Provide sources of data.
- Include all data utilized at the end of the report as an appendix. Data should include name of monitoring station, constituent analyzed, unit, and date.

Groundwater Characterization

If your receiving water is groundwater (e.g., you discharge to ponds, spray fields, crops, and/or application areas), you must characterize quality of groundwater within your area of contribution to the underlying basin/sub-basin groundwater quality.

- *Constituent(s) to Analyze* – Characterize the receiving groundwater by using electrical conductivity (EC) data. If EC data is not available, total dissolved solids (TDS) data may be used, but prior to analysis, the TDS results should be transformed to EC values using the following standard conversion:

$$\text{TDS}/0.64 = \text{EC}$$

If you want to use a site-specific conversion method for converting TDS data to EC, the technical justification for the alternative conversion factor should be attached to the end of the report as an appendix.

- *Locations of Receiving Groundwater Wells* – Characterize groundwater within and around area of contribution. This characterization should be conducted at first encountered groundwater without any volume-weighted averaging. For the purpose of the Salinity Characterization Report, first encountered groundwater is defined as

water that is first encountered when drilling underground whether it is sufficient to supply a well or not.

To determine first encountered groundwater depth, you should use drilling methods or tools such as Piezometers or Direct Push Drilling. Alternative types of drilling methods and/or tools may be necessary if depth of first encountered groundwater is beyond too deep. To ensure certainty in determining direction of groundwater flow, these tools should be installed, at a minimum, in a set of three in a triangular manner in each of the following locations:

- Upgradient of the area of contribution;
- Within the area of contribution; and
- Downgradient of the area of contribution.

Provide method and sources used to determine first-encountered groundwater depth. Include graphs of depth measurements and meter readings along with a geologic log. A California Licensed Professional Geologist should perform these analyses as appropriate.

Once first encountered groundwater depth has been determined, data that is representative of groundwater quality must be provided for each location. If there is existing data available, the characterization should provide a justification for the selection of the existing sampling locations used to characterize groundwater within and around the area of contribution. Well data should represent the depth of first encountered groundwater. Data from drinking water wells may not be representative because they are often screened lower in the aquifer system. If there is no existing data available, refer to Section 7.

List all basin/sub-basin(s) and monitoring well stations where data was collected. Include a map with labels identifying name and boundary of basin/sub-basins and location of monitoring well stations. Describe and indicate on the map the predominate direction of groundwater flow through the area.

- For permits that regulate discharges across an entire groundwater sub-basin, representative monitoring sites must be selected that sufficiently characterize the conditions throughout the entire sub-basin to include upgradient and downgradient conditions with adequate well density to capture variations in source water quality and geologic conditions. Characterization must include data for all water-year types (e.g., critical, dry, wet).
- *Period of Record for Receiving Groundwater Data Analysis* – If there is existing data available, data from at least two years prior to the date of the NTC should be utilized for the analysis. Historical data (within the past 5-10 years) and/or regional data may be used if local or current data is not available. If historical data is used, explain how

historical data is representative of current underlying groundwater quality within and around area of contribution.

The frequency of water quality analysis used should be sufficient to characterize any variability or trends in groundwater quality such as during drier and wetter than normal rainfall periods. The analysis should make best efforts to project the area of contribution over a 20-year horizon. There should be no significant gaps within the data. You should also be able to calculate monthly and annual averages from the data. Include or consider the following:

- Provide a table summarizing monthly and annual average calculations.
- Provide justification for any historical data used.
- Provide sources of data.
- Include all data utilized at the end of the report as an appendix. Data should include name of groundwater monitoring well, well location, well type, well depth, constituent analyzed, unit, and date.

4. Evaluation of Applicable Beneficial Uses and Appropriate Numeric Threshold(s)

Eligibility for Pathway 1 requires a finding that your discharge will not cause an exceedance of conservative numeric thresholds AND that your discharge will not further degrade groundwater or surface water. The applicable numeric threshold(s) apply based on whether the Board's Basin Plan designates the groundwater or surface water that receives your discharge as supporting the Agricultural Supply beneficial use (AGR) and/or the Municipal or Domestic Supply beneficial use (MUN). Note that your receiving water defaults to supporting the MUN use unless it is specifically de-designated in the Basin Plan.¹ Unless the Board's Basin Plans designate a site-specific numeric water quality objective, a permittee seeking to be regulated under Pathway 1 must meet the following thresholds:

AGR – 700 uS/cm EC, as a monthly average

MUN – 900 uS/cm EC, as an annual average

If the receiving water has a site-specific numeric water quality objective, that objective will be used for determining whether the permittee may be regulated under Pathway 1. Otherwise, the evaluation should rely on the above values. Fill out the table in III.A.2. of the Notice of Intent (NOI).

¹ State Water Resources Control Board Resolution No. 88- 63 (Sources of Drinking Water Policy) designates all surface and ground waters in California with the MUN use unless they have been specifically de-designated of the MUN use in the Basin Plan.

5. Evaluation of Whether Discharge Results in Exceedances of Numeric Thresholds or Threatens to Cause Additional Degradation of Groundwater or Surface Water²

Using findings from 2 through 4, you must both determine if your discharge will result in an exceedance of the MUN and/or AGR numeric thresholds in the receiving water and if your discharge will cause additional salinity degradation.

Surface Water

Compare discharge and receiving water data. Provide a table summarizing the results and indicate whether the discharge will result in an exceedance of the MUN and/or AGR numeric thresholds in the receiving water or if your discharge will cause additional salinity degradation. Consider the following:

- If the monthly or annual discharge averages exceed applicable thresholds, the discharge cannot be permitted under Pathway 1.
- If monthly or annual discharge averages do not exceed applicable thresholds but are above the receiving water average concentrations, and if that degradation has not been authorized by the Board in a Board-issued permit, this degradation precludes the discharge from being permitted under Pathway 1.

Groundwater

Compare discharge and receiving water data while making best effort to project the area of contribution over a 20-year horizon considering all water year types. Provide a table summarizing the results and indicate whether the discharge is degrading receiving water quality. The technical basis for a finding of no degradation now or in the future (e.g., findings from application of numerical models) must be attached to the end of the report as an appendix. Consider the following:

- If monthly or annual discharge averages, as they are calculated based on when they reach groundwater, exceed applicable thresholds, the discharge cannot be permitted under Pathway 1.
- If monthly or annual discharge averages, as they are calculated based on when they reach groundwater, do not exceed applicable thresholds, but if the discharge is anticipated to contribute to degradation that has not been authorized by the Board in

² For irrigated agriculture, biosolids, percolation ponds, manure application, and other discharges associated with soil amendments, the point of compliance would be defined as leachate below any existing root zone as it leaches downward to impact groundwater.

a Board-issued permit over a 20-year horizon, the discharge cannot be permitted under Pathway 1.

EXAMPLES

Surface Water

The City of Big Hills is the owner/operator of a municipal wastewater treatment plant subject to an individual NPDES Permit. Upon receipt of the Notice to Comply, the municipality will need to conduct an evaluation to determine if its discharges cause an exceedance of the conservative EC-based salinity values to protect AGR or MUN beneficial uses. The City conducts an evaluation as described above and the analysis of water quality data shows that the EC of the discharge has never exceeded 300 $\mu\text{S}/\text{cm}$, which is well below the conservative threshold values for protection of the AGR and MUN beneficial uses and of higher quality than the receiving water, which ranges from 450-650 $\mu\text{S}/\text{cm}$. The City is able to be permitted under the Conservative Permitting Approach and must provide its Notice of Intent within six months of receiving the Notice to Comply.

In contrast, when the City of Small Hills (which has a similar NPDES permit) conducted its analyses, the monthly average EC of the discharge ranged from 400 $\mu\text{S}/\text{cm}$ to 700 $\mu\text{S}/\text{cm}$ which was above the background receiving water quality of 150 to 350 $\mu\text{S}/\text{cm}$. Although the City of Small Hills discharges into a river that dilutes its discharge, the City of Small Hills had never conducted a thorough analysis of other salinity sources to support a site-specific objective. The City of Small Hills will need to either request that the Board allow the river's dilution to be used to help determine compliance (using "assimilative capacity," or the capacity of the river to absorb and dilute salinity) or pursue compliance under the Alternative Permitting Approach. Since the Amendments strongly discourage the use of assimilative capacity, preferring instead to conduct a larger analyses through the P&O Study, the City of Small Hills will likely find it more cost-effective to select compliance under the Alternative Permitting Approach, which will require the City to contact the lead entity managing the P&O Study and complete requirements necessary to be documented as fully participating. The City's permit would be amended to incorporate provisions related to the P&O Study and identify that the permittee is in compliance with salinity effluent limits as long as they continue to fully participate in the P&O Study.

Groundwater

Ripe Tomatoes, Inc. is a food processor in Merced County and has a WDR that authorizes the facility to discharge treated effluent to a nearby pasture owned and operated by Ripe Tomatoes. The facility assesses the quality of the groundwater within its area of contribution to the underlying groundwater sub-basin to determine background EC levels. The assessment must make best efforts to project the area of contribution over a 20-year horizon. The assessment finds that the monthly and annual average EC varies closely around 500 $\mu\text{S}/\text{cm}$. The land-applied effluent has a monthly average EC of 575 $\mu\text{S}/\text{cm}$. Through various processes, the EC increases as it percolates to the underlying groundwater and is typically around 800 $\mu\text{S}/\text{cm}$ when it

enters the groundwater. The treated effluent that enters the groundwater is above the AGR threshold of 700 $\mu\text{S}/\text{cm}$ and the facility cannot be permitted under the Conservative Permitting Approach unless Ripe Tomatoes can demonstrate that other cleaner water sources will interact with its wastewater in the aquifer, which would be considered using assimilative capacity to help determine compliance. However, the Basin Plan Amendments limit new salinity-related allocations of assimilative capacity and the Board will not likely authorize an allocation of assimilative capacity to determine whether the facility complies with the Salt Control Program. While the facility could potentially upgrade its treatment capabilities to reduce the EC of its treated effluent, it will likely be more cost-effective for Ripe Tomatoes to seek compliance under the Alternative Permitting Approach. The permittee's selected permitting approach and the required supporting documentation must be submitted to the Central Valley Water Board within six months of receiving the Notice to Comply.

6. Assessment of Compliance

Using findings from Section 5 above, you must determine your ability to comply with the requirements of Pathway 1.

The compliance assessment must be based solely on existing treatment controls and not include any planned changes in the facilities treatment controls or source of water. If planned modifications to the facility will allow the facility to comply with the Pathway 1 requirements in the future, see Section 7 ("Ability to Comply with Pathway 1 Requirements in the Future") below.

Note that Pathway 1 limits the availability of the use of compliance tools to achieve compliance over the long term, including:

- A time schedule order to meet a salinity-related effluent limit or waste discharge requirement; or
- A new or expanded allocation of assimilative capacity or mixing zone (if it exists).

Approval of either of these compliance tools is very limited and subject to the discretion of the Board. If the findings from Section 5 indicate that the facility cannot comply with Pathway 1 except through the use of one of these compliance tools, you must contact the Board regarding the potential to receive approval of a request for allocation of any available assimilative capacity, mixing zone, or a time schedule order. A request for the Board to consider one of these compliance tools may require you to complete additional technical analyses and documentation as needed. Alternatively, you can consider selecting Pathway 2 to comply with the Program and evaluate the potential to change your permitting approach at a later date (see Section 7 below).

If your existing permit already has an approved allocation of assimilative capacity or mixing zone, supported by a previously accepted antidegradation study or analysis, the Board may consider continuing previously-approved assimilative capacity.

A modification to the facility's current operation that improves effluent quality through changes in blending of source waters may be considered, if it can be demonstrated that the facility has the authority and capability to implement that change at the time this assessment is submitted to the Central Valley Water Board.

7. Ability to Comply with Pathway 1 Requirements in the Future

You may find that it is not possible to demonstrate an ability to comply with the Pathway 1 requirements within the time frame allowed to submit the NOI. Reasons may include:

- Lack of sufficient data to adequately characterize a receiving water or facility's effluent (which could be remedied with additional data collection in the future).
- Planned facility modifications that will result in compliance with Pathway 1 requirements that will not be completed in time to meet the Program's timeline for submitting an NOI.

Under these scenarios or others, you should consider selecting Pathway 2 when submitting an NOI. At a later date, you have the option to revisit the selected permitting approach. Specifically, the Program states:

Permittees may switch from one approach to another by submitting a written request to the Executive Officer of the Central Valley Water Board to change its selected compliance pathway. This request must include documentation regarding how the permittee will comply with the requirements applicable to the compliance pathway it is now requesting to be permitted under and the basis for the change. If the permittee requests to change from the Alternative to the Conservative Permitting Approach, the permittee must demonstrate to the Board that it has complied with all provisions associated with the Alternative Permitting Approach, including financial support to the P&O study, up through the time of permit revision to incorporate requirements for the Conservative Permitting Approach.

Permittees that decide to implement this provision of the Program will need to submit the information that is required in the assessment, as described in Sections 1 through 6. At the time of submittal of a request to change the permitting approach and until the Board approves the change, you must continue to comply with the Pathway 2 requirements.

IF YOU CHOOSE PATHWAY 2

You must contact the lead entity of the P&O Study which is Central Valley Salinity Coalition (CVSC) through cvsalts.info (cvsalinity.org/public-info) or contacting the CVSC Executive Director, Daniel Cozad, at dcozad@cvsalinity.org to determine the annual fee required to participate in the P&O Study. Annual fees are set by CVSC and vary by permit type or industry category. For general fee breakdown, see the [P&O Fee Summary by Industry/Permit Type Tables](#)

<https://www.cvsalinity.org/images/P&O%20Fees.pdf>). Once you provide the appropriate level of financial support, CVSC will provide you with documentation to submit with the NOI.

Louis A. Basile
Kelley R. Carroll*†
Steven C. Gross*
Brian C. Hanley*
James L. Porter, Jr.*
James E. Simon
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† Certified Specialist in Estate
Planning, Trust & Probate Law
(California Board of Legal
Specialization)

* Also licensed in Nevada

◇ Also licensed in Colorado and
Wyoming

MEMORANDUM

To: City of Loyalton
City Council

From: Steven C. Gross, General Counsel

Date: March 16, 2021

Subject: Consideration of Adjustment to Legal Fees

I am writing to ask the City Council to consider this request for an adjustment to the fees the City pays Porter Simon for legal services, including services I provide as General Counsel.

I. Request

I am requesting that the hourly rate for services be adjusted from \$200 per hour to \$250 per hour. While this would be a 25% adjustment, it would average less than 2% per year over the past fourteen years. I am also requesting a rate of \$325/hr. for litigation ("special") services. This would be a new rate.*

II. Recent History of Adjustments

As indicated below, during the last fourteen years, my rates for legal services have never been adjusted.

2007 - \$200

2021 – Proposed rates from \$200/hr. to \$250/hr. and \$325/hr. for litigation services*

* We have not previously charged the City a different rate for litigation services.

III. Competitive and Discounted Rates

I believe that our proposed rates are competitive with rates charged for similar services by other law firms in Truckee and northern California and by attorneys with experience similar to that of our attorneys. This past January marked my 33rd year of practicing law. For the past 30 years, I have focused my practice on representing public agencies. I understand that lawyers with my experience charge rates for general counsel type work similar to my proposed hourly rate of \$250/hr.

{00937392.DOC 1 }

Law firms that specialize in providing services to public agencies typically provide “general counsel” services at one hourly rate and charge higher hourly rates for “special services.” We are proposing to charge for litigation services at a higher rate, but not for any other services. Some public agency firms define “special counsel services” more broadly to include litigation, employment related hearings, including disciplinary hearings, energy, and complex CEQA and environmental matters. Other firms define “special services” very broadly to include services for litigation, labor relations and employment, non-routine real estate, land acquisition and disposal, fees and charges (including Prop 218 work), public construction disputes, environmental, financing and others matters. Rates for special services often well exceed \$425/hr., especially when they are provided by firms that specialize in one area of practice, such as environmental, eminent domain or public financing.

Our proposed rates are discounted and significantly less than the rates we charge to non-public entity clients. My hourly rate for private clients is \$425/hr. The hourly rates for other Porter Simon attorneys providing services to private clients range from \$350 – \$450/hr.



Fax – (406) 651-0120

Proposal Number
56164

Please reference the Proposal
Number above on all
Purchase Orders issued.

Scope of Work - In-Service Cleaning & Inspection

This Potable Water System Proposal is made this date, by and between **City of Loyalton** of the state of **California**, (hereinafter "Client") and **LEC Corporation, of Billings, MT**, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to professionally evaluate your facilities.

In-Service Inspection

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Underwater interior video documentation will be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings will be recorded on DVD format disks (including dive maintenance technician's findings and narrative summary).

Services will include detailed interior video documentation of the potable water tank(s) / clearwell(s) as described on page two (2).

Underwater Operations – All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment dedicated to in-service potable water operations.

In-Service Cleaning

In-service removal of accumulated bottom sediment is accomplished using LEC's proprietary HydroDyne™ cleaning equipment. Normal cleaning prices provided include removal of sediment accumulations up to the first three inches (3") in depth or cubic yards given on reservoir information breakout.¹ Material that cannot be vacuumed with LEC's HydroDyne™ (e.g., concrete, gravel, misc. materials or compact sediment requiring the use of a hand nozzle), is considered debris. Cleaning includes up to one hour of debris removal per tank at no additional charge.²

For normal cleaning operations client shall make available an approved discharge location (sewer, cofferdam, etc.) within 300' of the reservoir access hatch. (Site-specific discharge recommendations can be provided by LEC upon request).

Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's checklists, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.



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Please reference the Proposal
Number above on all
Purchase Orders issued.

Assumptions - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks/clearwells to remain full.³
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').⁴
- Access into tanks/clearwells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.
- There are no special discharge requirements (i.e. long distances / permits).

Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).

Reservoir Information

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards Included (If Cleaned)</u>
GST East	210,000	24' high x 39' dia	Steel welded – o/g	10.5 (3 inches)
GST West	210,000	24' high x 39' dia	Steel welded – o/g	10.5 (3 inches)



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Costing

Cleaning / Inspection & Reporting Sub-Total	\$ 3,430.00
Scheduling Discount (Based on 100% scheduling cooperation)	(\$ 455.00)
Cleaning / Inspection & Reporting (after discount)	\$ 2,975.00

It is the client's responsibility to ensure all transmitting antenna that create unsafe working conditions for LEC employees are deenergized prior to the start of LEC operations in accordance with OSHA Non-Ionizing Radiation protection guidelines as found in 29 CFR 1910.97.

(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).

1. Bottom sediment in excess of three inches or cubic yards stated above will be removed at \$42.00 per cubic yard.
2. Debris removal in excess of one hour per tank will be charged at a rate of \$425.00 per hour
3. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby charges.
4. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

Pricing above does not include Local, State or Franchise Taxes - if any.

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment for onsite work is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event LEC Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, LEC Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

City of Loyalton
210 Front Street
Loyalton, CA 96118

LEC CORPORATION
P.O. Box 80230
Billings, MT 59108

Accepted & Agreed per Costing Breakdown
Attached Hereto and by Reference Included Here Under

(800) 438-2187 Voice / (406) 651-0120 Fax

By: _____

By:  - Fred Muller

Title: _____

Title: **President**

Date: _____

Date: **March 25, 2021**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.



Proposal Number 56164 Please reference the Proposal Number above on all Purchase Orders issued.

Billing / Invoice Requirements

Please return Accounting / Billing information to Fax – (406) 651-0120 or web@liquidengineering.com

Customer Name: City of Loyalton, CA

Contact for Accounting/Billing

Name: _____ Title: _____

Phone: _____

Preferred Delivery Method: Fax, Email, Postal Mail Other _____

Is a Purchase Order required? Yes, No (Please forward PO when issued)

Fax: _____

Email: _____

Address _____

City _____ State _____ Zip Code _____

Additional Notes/Instructions:

March 5, 2021

To Whom It May Concern;

I would like to become a member of the City Council of Loyalton, California. I am the chef at the Senior Center and want to contribute to our community.

Sincerely,

Gail Verver

PO Box 973
Loyalton, CA 96118

Cell: 775 434 5445

DATE: 3/16/21

TO: The Loyalton City Council

ROUGH: K. Leblanc, City Clerk and Mayor Sarah Jackson

GARDING: William Mertton to be considered for City Council Member Replacement,

Discussion: I would like to be considered as an appointed replacement city council member who attends council meetings by zoom until later this year, with two conditions as it pertains to committee assignments.

Condition 1:

I would like to be specifically committee assigned to all water operations as it pertains to the hiring of personnel, the operation of the waste water treatment plant, drinking water distribution systems, fire hydrant water distribution system park water distribution systems, and

The Housing Element, Zoning Code Update, and Flood Mitigation Feasibility Analysis as this project intersects with the Fa West contractual work related to the water operations systems.

Condition 2:

I would like to be specifically committee assigned to all Parks and Recreation Vandalism Damage Abatement as it intersects With the Per Capita Grant 68 (and other future related grant funding) Pool Structure removal and, associated installation new Recreation Facilities as developed into the General Plans for park development.

SUMMARY:

It is an important responsibility to serve the community of Loyalton. I thank the council for their time in considering my offer to join the council.

TO: The City of Loyalton

FM: Jerry Gerow
110 Railroad Ave.
Loyalton, CA. 96118
Cell: 775-343-9855
Hm: 530-993-4548

SUBJ: Vacant City Council Seat
City of Loyalton, California

I have been informed there is a seat on the City Council which I would consider it a privilege to apply for.

I have been a resident of Loyalton since 2008 where I moved into The Old Clover Valley Mill House. That was the beginning of a lengthy period of renovation and upgrades which the old house deserved and more, and have lived here ever since with my wife Bari. Now a little about my past and experience. I was born in Santa Monica, California and grew up in Columbus Ohio. There I attended Ohio State University and Enlisted in The Army National Guard reaching the rank of Captain and becoming a Deputy Sheriff in Franklin County. After several years, I accepted a position in Culver City, Ca. with Hughes Aircraft as a Field Service Manager which positioned me in many foreign countries such as Japan, Korea, The Philippines and Kenya. When I came back home from overseas I decided to try another field and took a position with Bridgestone Tire as a Territory Manager. From there I became General Manager for JV Lawn then Hilltop Construction. My next avenue path was to become self-employed and bought several businesses which included two UPS Stores which I kept until retiring in 2011. Since then I have worked part time in the real estate business with a friend managing the maintenance of her rentals. My strengths are Management, Administration, Sales and a healthy understanding of Heavy Equipment, Construction and Landscaping.

I wish to contribute more to this beautiful city and would be honored to be considered for this position of trust.

Very Sincerely

Jerry Gerow

April 14, 2021

Honorable Mayor and Members of the Loyalton City Council

I am writing this letter in support of Jerry Gerow. I have lived and worked in Loyalton for well over 30 years and I am currently serving as Supervisor for District 4. I have been a neighbor of Mr. Gerow for many years and find him extremely well informed and has always shown a great interest in the community of the City of Loyalton. I urge you to consider Mr. Gerow as a candidate for the vacant council seat.

Thank you in advance for your time.

A handwritten signature in blue ink, appearing to read "Terry LeBlanc". The signature is stylized and cursive.

Terry LeBlanc