

# CITY OF LOYALTON

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



OFFICE OF THE MAYOR

**AGENDA FOR THE REGULAR MEETING OF THE  
LOYALTON CITY COUNCIL  
6:00 P.M. – CITY HALL AUDITORIUM  
605 SCHOOL STREET  
OCTOBER 21<sup>ST</sup>, 2025  
NEXT ORDINANCE #425  
NEXT RESOLUTION NO 9-2025**

**AGENDA & PACKET AVAILABLE ON CITY WEB SITE  
[cityofloyalton.org](http://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**
6. **APPROVAL OF MINUTES**  
Regular Meeting 9-16-25 (Attachment)  
Special Meeting 10-7-25 (Attachment)  
Special Meeting 10-14-25 (Attachment)
7. **STAFF REPORTS/WRITTEN COMMUNICATIONS/UNFINISHED BUSINESS**
  1. Letter from Mike Welbourn regarding animals.

**8. 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**

**10. FIRE DEPARTMENT REPORT**

1. Discussion and Possible action regarding surplus 2000 Pierce Dash Fire Engine
2. Discussion and Possible action regarding purchase of Jaws of Life.
3. Discussion and Possible action regarding approval of Resolution 10-25  
Department of Forestry and Fire Protection Agreement #7FG25063

**11. FINANCIAL COMMITTEE REPORTS**

**1. Financial Committee Report/Update**

- Approval of Reconciled Accounts (Attachment)
- Approval of Bill Sheet for September 2025 (Attachment)
- Acknowledgment of Approval of Fund Transfer from General 1956 to Enterprise Loan MM 0559 not to exceed \$20,000. (Attachment)

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

**13. OTHER COMMITTEE REPORTS**

**14. DISCUSSION AND POSSIBLE ACTION ITEMS**

1. Discussion and Possible Action regarding Reaffirming our State of Emergency Water Distribution System.
2. Discussion and Possible Action regarding Town Hall Meeting on Water Distribution System.
3. Discussion and Possible Action regarding adoption of Resolution 9-2025 Authorizing Uniform Public Construction Cost Accounting Procedures.
4. Discussion and Possible Action regarding approval of letter regarding a new well water permit.
5. Discussion and Possible Action regarding approval for sponsorship for Christmas on Main Street.
6. Discussion and Possible Action regarding Housing and Zoning Code.
7. Discussion and Possible Action regarding purchase of new heater for City Hall.

15. AGENDA INPUT FOR UPCOMING MEETINGS

16. BOARD MEMBER CLOSING REMARKS

17. ADJOURNMENT

September 16, 2025

## **REGULAR MEETING**

The Regular meeting of the Loyalton City Council was called to order by Mayor Markum on September 16, 2025, at 6:00 p.m. Loyalton City Auditorium

**COUNCIL MEMBERS' PRESENT:** J. Markum, J. Dines, S. McIlravy, J. Gerow, B. Mertton

**COUNCIL MEMBERS ABSENT:**

### **STAFF PRESENT**

City Clerk- Kathy LeBlanc

### **GUESTS PRESENT**

C. Erickson, J. Cameron, L. Garza, J. Powers

### **APPROVAL OF AGENDA**

It was moved by S. McIlravy, seconded by B. Mertton to approve the agenda as presented. Motion unanimously carried.

### **ANNOUNCEMENTS**

1. Councilmember Gerow stated that he has received a quote for the heater at City Hall from Sierra Air in the amounts of \$7,347.00 and \$8,161.00. After a discussion this will be added to the next agenda after Councilmember Gerow checks on which heater will be more sufficient.
2. Councilmember McIlravy stated that the county has started to paint stop signs.
3. City Clerk would like someone to check on the door at the Social Hall the keys are not working correctly.

### **APPROVAL OF MINUTES**

1. It was moved by B. Mertton, seconded by J. Dines to approve the minutes for the Regular meeting of 8-19-25. Motion unanimously carried.
2. It was moved by B. Mertton, seconded by J. Dines to approve the minutes for the Special meeting of 9-9-25. Motion unanimously carried.

### **STAFF REPORTS/WRITTEN COMMUNICATIONS/UNFINISHED BUSINESS**

1. City Clerk gave a brief update for G. Price on the City Housing Element and Annual Progress Report.

### **PUBLIC COMMENT**

1. J. Cameron addressed the council on the Eberhart property.

## **FIRE DEPARTMENT REPORT**

No Report was given

1. Councilmember McIlravy gave a brief update on the surplus engine. It was moved by S. McIlravy, seconded by J. Gerow to approve the surplus for 2000 Pierce Dash Fire engine. Motion unanimously carried.
2. Councilmember also gave an update on the jaws of life needed by the Fire Department. This item will be added to the next agenda.

## **FINANCIAL COMMITTEE REPORT/UPDATE**

1. No Report given
2. It was moved by S. McIlravy, seconded by B. Mertton to approve the reconciled accounts. Motion unanimously carried.
3. It was moved by S. McIlravy, seconded by J. Gerow to approve the bill sheet for July 2025 not to exceed \$151,807.85. Motion unanimously carried.
4. It was moved by S. McIlravy, seconded by B. Mertton to approve the bill sheet for August 2025 not to exceed \$98,947.69. Motion unanimously carried.

## **ACKNOWLEDGEMENT OF APPROVAL OF FUNDS TRANSFERS.**

1. It was moved by S. McIlravy, seconded by B. Mertton to approve fund transfer from General 1956 to Enterprise Loan MM not to exceed \$20,000. Motion unanimously carried.

## **PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION**

Councilmember Mertton inquired about the dirt where the old pool was.

## **OTHER COMMITTEE REPORTS**

Mayor Markum stated that the solar for the old schoolhouse has been approved and that they may move forward with the project.

## **DISCUSSION AND POSSIBLE ACTION ITEMS**

1. After a brief discussion It was moved by B. Mertton, seconded by S. McIlravy to reaffirm our State of Emergency Water Distribution System. Motion unanimously carried. (This item will be added to the next agenda)
2. Mayor Markum gave an update on the Van Daam/Belli Project stating that there will be a groundbreaking ceremony on September 22, 2025, and that the project will be started then and should be finished by October 27, 2025.
3. After a discussion Resolution 9-2025 regarding the California Uniform Public Construction Cost Accounting Act will be moved to the next agenda.
4. It was moved by J. Dines, seconded by B. Mertton to approve Business License for ICOR Inc. Motion unanimously carried.
5. It was moved by J. Dines, seconded by B. Mertton to approve Business License for 1 N Done. Motion unanimously carried.

**IMPUT FOR UPCOMING MEETING**

- 1. Resolution for California Uniform Public Construction Cost Accounting Act.
- 2. Jaws of Life
- 3. Heater for City Hall

**CLOSING REMARKS**

**Meeting Adjourned**

APPROVED: \_\_\_\_\_

Mayor Markum

ATTEST: \_\_\_\_\_

Kathy LeBlanc, City Clerk

DRAFT

October 7<sup>th</sup>, 2025

**SPECIAL MEETING**

The special meeting of the Loyalton City Council was called to order by Mayor Markum on October 7<sup>th</sup>, 2025, at 6:00 p.m.

**COUNCIL MEMBERS' PRESENT**

J. Markum, J. Dines, J. Gerow, S. McIlravy, B. Mertton

**COUNCIL MEMBERS ABSENT:**

**STAFF PRESENT:** City Clerk-Kathy LeBlanc

**GUESTS PRESENT:** J. Buck

**APPROVAL OF AGENDA**

It was moved by S. McIlravy seconded by B. Mertton to approve the agenda as presented. Motion unanimously carried.

**ANNOUNCEMENTS**

None

**STAFF REPORTS**

None

**PUBLIC COMMENT**

None

**DISCUSSION AND POSSIBLE ACTION**

1. After a discussion it was moved by B. Mertton, seconded by J. Gerow to approve change order # 15 Waterline Replacement Design 2023 for DOWL Engineering. Roll Call: J. Dine-Aye, B. Mertton-Aye, S. Mcilravy-Aye, J. Gerow-Aye, Mayor Markum-Aye. Motion unanimously carried.

**CLOSED SESSION:**

2. Mayor Markum adjourned the meeting to go into closed session. Mayor Markum reconvened the meeting. It was moved by S. McIlravy, seconded by B. Mertton to approve the contract between the City of Loyalton and the Sierra-Plumas Unified School District for Easement, Construction, Use, Maintenance and License Agreement. Roll Call: J. Dine-Aye, B. Mertton-Aye, S. Mcilravy-Aye, J. Gerow-Aye, Mayor Markum-Aye. Motion unanimously carried.

**AGENDA IMPUT FOR UPCOMMING MEETING**

**COUNCIL MEMBER CLOSING REMARKS**

**MEETING ADJOURNED**

**APPROVED:** \_\_\_\_\_  
**Mayor Markum**

**ATTEST:** \_\_\_\_\_  
**Kathy LeBlanc- City Clerk**

**DRAFT**

October 14, 2025

**SPECIAL MEETING**

The special meeting of the Loyaltown City Council was called to order by Mayor Markum on October 14<sup>th</sup>, 2025, at 6:00 p.m.

**COUNCIL MEMBERS' PRESENT**

J. Markum, J. Dines, J. Gerow, S. McIlravy, B. Mertton

**COUNCIL MEMBERS ABSENT:**

**STAFF PRESENT:** City Clerk-Kathy LeBlanc

**GUESTS PRESENT:** J. Buck, B. Holliman, Z. Holliman

**APPROVAL OF AGENDA**

It was moved by S. McIlravy seconded by B. Mertton to approve the agenda as presented. Motion unanimously carried.

**ANNOUNCEMENTS**

None

**STAFF REPORTS**

Mayor Markum reported that the Van Daam/Belli project should be finished by Friday. The water will have to be shut off to tie in the new water line, notices will go out to the effected customers. She also stated that she hired a part time helper to help George Wooley with the water leak on Taylor.

**PUBLIC COMMENT**

None

**DISCUSSION AND POSSIBLE ACTION**

1. Mayor Markum opened the sealed bids for the roofing project. There were 2 Bid Packages, one from Rua & Son Mechanical INC. with the following bid prices (1) Base Bid Restoration for \$136,953.00 (2) Bid Alternate #1 for \$153,750.00 (3) Bid Alternate # 2 for \$12,990.00. United Building Contractors, INC with the following bid prices (1) Base Bid 128,000.00 (2) Bid Alternate #1 \$160,000.00 (3) Bid Alternate # 2 \$24,000.00. After a discussion it was moved by S. McIlravy, seconded by J. Dines to accept the bid from Rua & Son for the Base Bid and Alternate #2 in the amount of \$149,943.00. Roll Call: J. Dines-Aye, B. Mertton-Aye, S. McIlravy-Aye, J. Gerow-Aye, Mayor Markum-Aye. Motion unanimously carried.

**AGENDA IMPUT FOR UPCOMMING MEETING**

**COUNCIL MEMBER CLOSING REMARKS**

**MEETING ADJOURNED**

**APPROVED:** \_\_\_\_\_

**Mayor Markum**

**ATTEST:** \_\_\_\_\_

**Kathy LeBlanc- City Clerk**

**DRAFT**

**From:** sierralogger@cwo.com  
**Sent:** Wednesday, September 24, 2025 6:13 PM  
**To:** CITY OF LOYALTON  
**Cc:** CITY OF LOYALTON; BOOSTER NICHOLE & JAN  
**Subject:** OPEN LETTER TO THE CITY COUNCIL

**Open letter to the Loyalton City Council,**

**I firmly believe it is time for the City Council to step up to the plate about people keeping fowl or other non-indigenous pets other than dogs or cats at their homes or on their property given the current crises with the wolves in Sierra Valley.**

**Wolves are not domesticated animals, and these wolves are unlike any wolves the ranchers or the valley inhabitants have encountered. At the time of writing this, over 75 livestock have been killed, mostly for food and it has been noted some wolves have killed for sport, but mostly food.**

**The City of Loyalton is already aware what took place last year, a family having experienced a dog taken from their front porch to another animal being killed by wildlife at another home.**

**From Sierra Brooks, wolve have been noted actively looking for food all across Sierra Valley these wolves are doing what comes naturally, killing.**

**Down the street just a few months ago at Jim Gunures old home next to Jim & Tracy Smiths house a mountain lion's picture was taken.**

**I'm not concerned about the bears using my backyard as an interstate to Smithneck Creek, been putting up with them for years, only two as of this date for the year, but with fall is coming and that traffic will increase, usually does, being wild creatures at best. They are fattening up for the winter and can be seen roaming around.**

**Common sense dictates as a residential community is not a ranch or farm. Keeping fowl or other farm animals within the city limits is like chumming for wildlife and asking for trouble.**

**I'm not an alarmist, but being vigilant with the wolf crises going on is something the City Council has to take into consideration given the population of youth, seniors and the general public as to their safety within the City of Loyalton.**

**Once those cattle have been returned to their winter grazing, the wolves immediate food chain will have been broken, since these wolves are not intimidated by people, the obvious next step is for the wolves to move into our communities looking for their next meal, it wont be my dog or cat, as I will take the necessary steps to ensure that their safety.**

**Michael H. Welbourn  
Loyalton, CA**

**"I once knew a man who said, I believe it's better to tell the truth than to lie, I believe it's better to know than to be ignorant, I believe it's better to be free than a slave."**

**William F. Halsey, Fleet Admiral USN**

**CITY OF LOYALTON**  
**NOTICE OF SURPLUS PROPERTY FOR SALE**  
**SEPTEMBER 17, 2025**

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Notice is hereby given that the Loyalton City Council has approved the surplus of a 2000 Pierce Dash Fire Engine, 1500 GPM pump, 750 gallons, 134K miles, Automatic/Detroit Diesel 60 Series, runs and drives good, pumps good, passed last test, comes with ladders and draft hose, Master Steam on top, tilt cab, tilt ladders, batteries and tires good. Sealed bids for the purchase of the 2000 Pierce Dash Fire Engine must be submitted to the City Clerk no later than 10:00 a.m. on October 15, 2025. 605 School Street, Loyalton Ca.

The bid must be submitted in a sealed envelope with the outside clearly marked, "Bid to Purchase Surplus 2000 Pierce Dash Fire Engine" **Minimum bid shall be \$25,000.** The bid must include the amount of the bid, the name and contact information, including telephone number, of the bidder.

Bids will be opened October 21, 2025, at the Regular Council Meeting. The winning bidder will be notified by telephone within 24 hours of the bid opening. If the bidder does not respond to the call, or come to City Hall, pay in cash or with a certified check, sign a Bill of Sale acknowledging the 2000 Pierce Dash Fire Engine is being sold as-is, where-is and without any warranty, and haul away or drive the 2000 Pierce Dash Fire Engine away within 24 hours of being first notified, then the City will offer to sell the 2000 Pierce Dash Fire Engine to the next highest bidder in the same manner as above. The city will follow this process until the 2000 Pierce Dash Fire Engine has been sold.

Available for viewing at 210 Front Street, Loyalton, Ca. Pictures available by texting 530-277-2013 or e-mail [heywoodshawn@gmail.com](mailto:heywoodshawn@gmail.com)

This notice will appear in a general circulated paper and posted at City Hall.

**CITY COUNCIL, CITY OF LOYALTON, COUNTY OF SIERRA  
STATE OF CALIFORNIA  
RESOLUTION 10-2025  
CITY OF LOYALTON VOLUNTEER FIRE DEPARTMENT**

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**IN THE MATTER OF:**

**Resolution Number:** 10-2025

**Approving the Department of Forestry and Fire Protection Agreement #7FG25063** for services from the date of last signatory on page 1 of the Agreement to August 31, 2026 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

**BE IT RESOLVED** by the Loyalton City Council, of the County of Sierra and the City of Loyalton Volunteer Department that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2025-26 up to and no more than the amount of \$19, 861.50

**BE IT FURTHER RESOLVED** that Fire Chief, Shawn Heywood of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Loyalton City Council and the City of Loyalton Volunteer Fire Department

The foregoing resolution was duly passed and adopted by the Loyalton City Council of the City of Loyalton at a regular meeting thereof, held on the 21<sup>st</sup> day of October 2025, by the following vote:

AYES:

\_\_\_\_\_  
Joy Markum, Mayor City of Loyalton

NAYS:

ABSENT:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Chief Shawn Heywood, City of Loyalton  
Volunteer Fire Department

\_\_\_\_\_  
Printed Name and Title

**CERTIFICATION OF RESOLUTION  
ATTEST:**

I Kathy LeBlanc Clerk of the Loyalton City Council County of Sierra California do hereby certify that this is a true and correct copy of the original Resolution Number #10-2025

WITNESS MY HAND OR THE SEAL OF THE CITY OF LOYALTON on  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and Name of Local Agency

## Acknowledgement of Approval, City of Loyalton

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

|                                |                |                             |
|--------------------------------|----------------|-----------------------------|
| General Account (1956)         | \$228,738.19   | Reconciled as of 09/30/2025 |
| Enterprise Loan Savings (0559) | \$80,673.87    | Reconciled as of 09/30/2025 |
| WWTP Settlement (4387)         | \$13,713.64    | Reconciled as of 09/30/2025 |
| Fire Department Savings (7243) | \$80,330.25    | Reconciled as of 09/30/2025 |
| FEMA Flood Savings (0059)      | \$45,697.51    | Reconciled as of 09/20/2025 |
| CalTRUST Enterprise            | \$286,412.65   | Reconciled as of 09/30/2025 |
| CalTRUST Fire Dept Reserve     | \$157,733.61   | Reconciled as of 09/30/2025 |
| CalTRUST Roof                  | \$101,412.87   | Reconciled as of 09/30/2025 |
| LAIF WWTP Settlement (496)     | \$1,710,876.35 | Reconciled as of 09/30/2025 |
| Wildland Fire Checking (4162)  | \$49,952.84    | Reconciled as of 09/30/2025 |

This authorization took place at the council meeting held on 10/21/2025 and will be further reflected in the council minutes of this meeting.

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

Joy Markum  
\_\_\_\_\_  
Printed Name

Mayor, Dated 10/21/2025

City of Loyaltton  
Bills Paid

Accrual Basis

September 15 through October 14, 2025

| Type                              | Date       | Num   | Name                                      | Memo                                | Amount     |
|-----------------------------------|------------|-------|---|-------------------------------------|------------|
| <b>General Funds</b>              |            |       |   |                                     |            |
| <b>Enterprise Loan MM 0559</b>    |            |       |   |                                     |            |
| Check                             | 09/30/2025 |       |   | Service Charge                      | -2.00      |
| Total Enterprise Loan MM 0559     |            |       |   |                                     |            |
| <b>General Checking 1956- NEW</b> |            |       |   |                                     |            |
| Check                             | 09/15/2025 | 9716  | Sierra County Clerk-Recorder              | Folch Lot Line Adjustment           | -14.00     |
| Bill Pmt -Check                   | 09/15/2025 | 9717  | Alpine Fire Services, Inc.                | Fire Extinguisher Maintenance       | -988.14    |
| Bill Pmt -Check                   | 09/15/2025 | 9718  | Empire CAT                                | Generator Maintenance               | -1,579.40  |
| Bill Pmt -Check                   | 09/15/2025 | 9719  | Plumas-Sierra Rural Electric-17386        | 403 Poole Ln.                       | -5,987.70  |
| Bill Pmt -Check                   | 09/15/2025 | 9720  | Plumas-Sierra Rural Electric-2941         | Sewer Plant                         | -91.42     |
| Bill Pmt -Check                   | 09/15/2025 | 9721  | Plumas-Sierra Telecomm.                   | Broadband                           | -109.00    |
| Bill Pmt -Check                   | 09/15/2025 | 9722  | Plumas-Sierra Telecomm.- Fire             | Broadband                           | -60.00     |
| Bill Pmt -Check                   | 09/15/2025 | 9723  | Silver State Analytical Laboratories, Inc | Testing                             | -328.00    |
| Bill Pmt -Check                   | 09/15/2025 | 9724  | Thatcher Company                          | Testing                             | -3,601.51  |
| Bill Pmt -Check                   | 09/15/2025 | 9725  | Western Nevada Supply                     | 34860                               | -240.36    |
| Bill Pmt -Check                   | 09/15/2025 | 9726  | Z.A.P Manufacturing, Inc.                 | Street Signs                        | -1,796.44  |
| Check                             | 09/16/2025 |       | Bank of America                           | 5472063561924046                    | -1,202.76  |
| Check                             | 09/16/2025 |       | Bank of America                           | 5472063563480393                    | -3,130.71  |
| Liability Check                   | 09/22/2025 | E-pay | Employment Development Department         | 69817369 QB Tracking # 805458530    | -129.16    |
| Liability Check                   | 09/22/2025 | E-pay | US Treasury-941                           | 94-6000364 QB Tracking # 805473530  | -1,416.08  |
| Bill Pmt -Check                   | 09/23/2025 | 9732  | DOOWL / Fair West Engineering             | Waterline Replacement               | -6,474.25  |
| Bill Pmt -Check                   | 09/23/2025 | 9733  | Gary Price                                | July 1 to August 31, 2025           | -1,380.00  |
| Bill Pmt -Check                   | 09/23/2025 | 9734  | Intermountain Disposal, Inc.              | Garbage Disposal                    | -123.92    |
| Bill Pmt -Check                   | 09/23/2025 | 9735  | Pitney Bowes Lease                        | June 30, 2025 to September 29, 2025 | -191.96    |
| Bill Pmt -Check                   | 09/23/2025 | 9736  | Silver State Analytical Laboratories, Inc | Effluent Weir Vault                 | -77.00     |
| Bill Pmt -Check                   | 09/23/2025 | 9737  | SVHC                                      | 1100                                | -101.07    |
| Bill Pmt -Check                   | 09/23/2025 | 9738  | SVHC- Fire Dept                           | SVHC                                | -466.26    |
| Bill Pmt -Check                   | 09/23/2025 | 9739  | Western Nevada Supply                     | 34860                               | -187.99    |
| Paycheck                          | 09/25/2025 | 9727  | LeBlanc, Katherine L                      |                                     | -760.85    |
| Paycheck                          | 09/25/2025 | 9728  | Lonegan, Greg                             |                                     | -1,395.42  |
| Paycheck                          | 09/25/2025 | 9729  | McGarity, Billy R                         |                                     | -1,290.72  |
| Paycheck                          | 09/25/2025 | 9730  | Whitley, Kirsten A                        |                                     | -554.10    |
| Paycheck                          | 09/25/2025 | 9731  | Wolley, George W.                         |                                     | -1,279.20  |
| Liability Check                   | 09/29/2025 | E-pay | US Treasury-941                           | 94-6000364 QB Tracking # 1005913530 | -137.64    |
| Check                             | 09/29/2025 |       | Bank of America                           | 547206357776111                     | -786.99    |
| Paycheck                          | 09/30/2025 | 9740  | Dines, Joseph D                           |                                     | -138.53    |
| Paycheck                          | 09/30/2025 | 9742  | LeBlanc, Katherine L                      |                                     | -138.53    |
| Paycheck                          | 09/30/2025 | 9744  | McIlravy, Susan L                         |                                     | -138.53    |
| Paycheck                          | 09/30/2025 | 9745  | Mertton, William J                        |                                     | -138.53    |
| Paycheck                          | 09/30/2025 | 9741  | Gerow, Jerry C                            |                                     | -138.53    |
| Paycheck                          | 09/30/2025 | 9743  | Markum, Joy L                             |                                     | -138.53    |
| Paycheck                          | 09/30/2025 | 9750  | S.C.O.R.E.                                |                                     | -11,273.20 |
| Bill Pmt -Check                   | 09/30/2025 | 9751  | USPS                                      | Installment 3                       | -197.03    |
| Check                             | 09/30/2025 |       |   | Service Charge                      | -2.00      |
| Check                             | 10/01/2025 | 9746  | Donald Yegge Retiree                      | October 2025 Pension                | -619.76    |
| Check                             | 10/01/2025 | 9747  | Orville McGarity Retiree                  | October 2025 Pension                | -323.85    |
| Check                             | 10/01/2025 | 9748  | John Cussins Retiree                      | October 2025 Pension                | -1,414.06  |
| Check                             | 10/01/2025 | 9749  | Patsy Jardin Retiree                      | October 2025 Pension                | -2,306.13  |
| Liability Check                   | 10/06/2025 | E-pay | Employment Development Department         | 69817369 QB Tracking # 268892334    | -232.03    |
| Liability Check                   | 10/06/2025 | E-pay | US Treasury-941                           | 94-6000364 QB Tracking # 268816334  | -1,843.28  |
| Bill Pmt -Check                   | 10/07/2025 | 9752  | Liberty Utilities- 2050 (206 Front)       | 206 Front                           | -728.06    |
| Bill Pmt -Check                   | 10/07/2025 | 9753  | Liberty Utilities- 2120 (Park Well)       | 105 Beckwith Park Well              | -7,031.26  |
| Bill Pmt -Check                   | 10/07/2025 | 9754  | Liberty Utilities- 2737 (Main St Lights)  | 511 Main St. ST LGHTS               | -26.74     |
| Bill Pmt -Check                   | 10/07/2025 | 9755  | Liberty Utilities-4602 (3rd St Well)      | 701 3RD ST UNIT PMP/PN              | -2,141.89  |

City of Loyalkon  
Bills Paid

Accrual Basis

September 15 through October 14, 2025

| Type                             | Date       | Num  | Name                                      | Memo                                     | Amount    |
|----------------------------------|------------|------|---|--|-----------|
| Bill Pmt -Check                  | 10/07/2025 | 9756 | Liberty/Utilities-4750 (School St)        | 605 School St                            | -448.67   |
| Bill Pmt -Check                  | 10/07/2025 | 9757 | Liberty/Utilities-5350 (Railroad)         | 70 Railroad Av. Unit S BRN               | -26.71    |
| Bill Pmt -Check                  | 10/07/2025 | 9758 | Liberty/Utilities-6673 (Pavillion)        | 105 Beckwith Rd                          | -31.96    |
| Bill Pmt -Check                  | 10/07/2025 | 9759 | Liberty/Utilities-6889 (LL Field)         | 105 Beckwith Rd. LL Field                | -26.74    |
| Bill Pmt -Check                  | 10/07/2025 | 9760 | Liberty/Utilities-7521 (Street Lights)    | ST LGTS UNIT BC 37                       | -3,732.27 |
| Bill Pmt -Check                  | 10/07/2025 | 9761 | Liberty/Utilities-9425 (Fire SB)          | 512 Longhorn Dr.                         | -154.85   |
| Bill Pmt -Check                  | 10/07/2025 | 9762 | Pitney Bowes Supplies                     | 0016713784                               | -195.82   |
| Bill Pmt -Check                  | 10/07/2025 | 9763 | Porter Simon Professional Services        | 92132-13200M                             | -1,820.00 |
| Bill Pmt -Check                  | 10/07/2025 | 9764 | Sierra Booster                            | 9/25/25 Notice of Surplus                | -99.00    |
| Bill Pmt -Check                  | 10/07/2025 | 9765 | Silver State Analytical Laboratories, Inc | Testing                                  | -1,096.00 |
| Bill Pmt -Check                  | 10/07/2025 | 9766 | Venzon Wireless                           | 370745244-000001                         | -38.01    |
| Bill Pmt -Check                  | 10/07/2025 | 9767 | Xerox Corporation                         | 951429299                                | -236.02   |
| Paycheck                         | 10/09/2025 | 9768 | Leblanc, Katherine L                      |  | -741.31   |
| Paycheck                         | 10/09/2025 | 9769 | Lomergan, Greg                            |  | -1,270.30 |
| Paycheck                         | 10/09/2025 | 9770 | McGarry, Billy R                          |  | -1,618.54 |
| Paycheck                         | 10/09/2025 | 9771 | Whitley, Kirsten A                        |  | -466.37   |
| Paycheck                         | 10/09/2025 | 9772 | Whitley, George W                         |  | -2,167.81 |
| Bill Pmt -Check                  | 10/14/2025 | 9773 | AT&T Fire Landline BAN 9343               | BAN 9391059343                           | -32.94    |
| Bill Pmt -Check                  | 10/14/2025 | 9774 | AT&T Fire Pager BAN 54523                 | BAN 9391054523                           | -31.41    |
| Bill Pmt -Check                  | 10/14/2025 | 9775 | AT&T Sewer BAN 54522                      | BAN 9391054522                           | -63.40    |
| Bill Pmt -Check                  | 10/14/2025 | 9776 | High Sierra Gas LLC                       | Water Treatment Plant 403 Poole Ln.      | -423.67   |
| Bill Pmt -Check                  | 10/14/2025 | 9777 | High Sierra Gas LLC - Fire Dept           | Tank Lease 512 Longhorn Dr. Fire Station | -101.89   |
| Bill Pmt -Check                  | 10/14/2025 | 9778 | L. N. Curtis & Sons                       | Fire Department Safety Equipment         | -9,208.17 |
| Bill Pmt -Check                  | 10/14/2025 | 9779 | Plumas-Sierra Rural Electric-17386        | 403 Poole Ln.                            | -5,527.28 |
| Bill Pmt -Check                  | 10/14/2025 | 9780 | Plumas-Sierra Rural Electric-2941         | Sewer Plant                              | -91.42    |
| Bill Pmt -Check                  | 10/14/2025 | 9781 | Plumas-Sierra Telecomm.                   | Broadband                                | -109.00   |
| Bill Pmt -Check                  | 10/14/2025 | 9782 | Plumas-Sierra Telecomm. - Fire            | Broadband                                | -60.00    |
| Bill Pmt -Check                  | 10/14/2025 | 9783 | Silver State Analytical Laboratories, Inc | Testing                                  | -529.00   |
| Bill Pmt -Check                  | 10/14/2025 | 9784 | SVHC                                      | 1100                                     | -361.60   |
| Total General Checking 1956- NEW |            |      |   |  |           |
| Total General Funds              |            |      |   |  |           |
| TOTAL                            |            |      |   |  |           |

### Acknowledgement of Approval, City of Loyalton

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

| Transfer From | Transfer To                               | Date       | Amount               |
|---------------|---|------------|----------------------|
| General Fund  | Enterprise Loan MM 0559<br>Water<br>Sewer | 10/05/2025 | 1,000.00<br>4,000.00 |
| General Fund  | Enterprise Loan MM 0559<br>Water<br>Sewer | 10/12/2025 | 1,000.00<br>4,000.00 |
| General Fund  | Enterprise Loan MM 0559<br>Water<br>Sewer | 10/19/2025 | 1,000.00<br>4,000.00 |
| General Fund  | Enterprise Loan MM 0559<br>Water<br>Sewer | 10/26/2025 | 1,000.00<br>4,000.00 |

**THIS TOTAL** **\$20,000.00**

This authorization took place at the council meeting held on 10/21/2025 and will be further reflected in the council minutes of this meeting.

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

Joy Markum, Mayor, Dated 10/21/2025  
Printed Name

**CITY COUNCIL, CITY OF LOYALTON, COUNTY OF SIERRA  
STATE OF CALIFORNIA  
RESOLUTION NO. 9-2025**

**IN THE MATTER OF AUTHORIZING  
UNIFORM PUBLIC CONSTRUCTION  
COST ACCOUNTING PROCEDURES**

**WHEREAS**, prior to passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contract by local agencies: and

**WHEREAS**, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act, established such a uniform cost accounting standard; and,

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local agencies in the performance of or in the contracting for construction of public projects,

**NOW, THEREFORE BE IT RESOLVED**, that the Loyalton City Council of the County of Sierra hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set for in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the City Clerk notify the State Controller forthwith of this election.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of October 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT**

---

Joy Markum Mayor  
City of Loyalton

**ATTEST:** Kathy LeBlanc  
City Clerk

---



# CHRISTMAS ON MAIN STREET

## LOYALTON, CA

Dear Community Leader,

We are thrilled to announce the return of Christmas on Main Street on Saturday, December 6th in charming downtown Loyalton, CA. Thanks to the incredible support of our local businesses and volunteers, last year's event brought warmth, joy, and unforgettable memories to families across Sierra Valley. We're building on that success to make this year even more magical, and we're inviting you to be a part of it!

Christmas on Main Street is completely run on donations and volunteer ingenuity. Every light strung, tree decorated, and smile shared is made possible through generous sponsors like you. With your help, we can continue to grow this tradition and support our local businesses and community organizations by attracting visitors to our city. Our mission is to rekindle the timeless magic of Christmas, gathering our community in joy, goodwill, and welcoming all to experience the charm of our small-town tradition.

Please consider a sponsorship that highlights your support and involvement. Your sponsorship supports families, traditions, and community pride. We would be honored to feature your business or family as a valued supporter of Christmas on Main Street.

### Red Sponsor – \$50

- Featured post on social media & website
- Included on event map
- Treasure Hunt participant

### Green Sponsor – \$100

- All "Red" benefits PLUS:
- Second featured social media post
- Free customization on merchandise
- Continued holiday advertisement post event

### Silver Sponsor – \$250

- All "Green" benefits PLUS:
- Third featured social media post
- Commemorative framed picture of the event

### Gold Sponsor – \$500

- All "Silver" benefits PLUS:
- Free event merchandise item
- Top sponsor recognition across media

Please feel free to reach out with any questions or to confirm your sponsorship level. Sponsorships can be mailed or dropped off at Lombardi Mercantile in cash or check. Thank you for helping us keep the holiday spirit shining bright in Loyalton!

Warm regards,  
Jessica Folchi  
Executive Director, Christmas on Main Street

530.927.7569 ● P.O. Box 743, Loyalton, CA 96118 ● [www.loyaltonchristmas.com](http://www.loyaltonchristmas.com)  
ChristmasonMainStreetLoyalton@gmail.com ● @christmasonmainstreet



HEATING • COOLING • PLUMBING

520 S. Rock Blvd Suite 100 Reno, NV 89502

NV 24522, NV 87503, CA 652354, MHD 0529

**BILL TO**

City hall building  
605 School Street  
Loyalton, CA 96118 USA

|                              |                                      |
|------------------------------|--------------------------------------|
| <b>ESTIMATE</b><br>398673199 | <b>ESTIMATE DATE</b><br>Sep 11, 2025 |
|------------------------------|--------------------------------------|

**JOB ADDRESS**

City hall building  
605 School Street  
Loyalton, CA 96118 USA

Job: 398322152

**ESTIMATE DETAILS**

New 90% furnace 88000 BTU: Please feel free to contact me if you have any questions or wish to move forward with this HVAC project

Thank you,

Jorge Madrazo-Menendez  
Commercial Estimator  
(775)842-8482  
jorgemenendez@sierraair.com

| SERVICE | DESCRIPTION                      | QTY  | PRICE      | TOTAL      |
|---------|----------------------------------|------|------------|------------|
| 1       | Furnace and AC:<br>Scope of Work | 1.00 | \$8,161.00 | \$8,161.00 |

- Remove and dispose of the existing furnace
- Provide and Install One New 96%, 88k Btu Upflow Lennox Furnace
- Provide and install LP conversion Kit
- Provide and Install One New Thermostat
- Provide new Electrical Connections and disconnect
- Provide new connections Includes gas flex, gas shut off valve and p-trap
- Connect into the existing flue pipe
- Connect into the existing ductwork
- Sales tax included
- One-year parts and labor warranty
- Three-year heat exchanger warranty
- Net 30 payment due from install day

- We offer ACH as a preferred method of payment and encourage you to sign up prior to the install date. If you are unable to process payment via ACH, please indicate your preferred method of payment in advance.
- Financing not applicable to commercial costumers.
- Customer to provide approval letter from HOA (if applicable) to apply for building permit

|                   |            |
|-------------------|------------|
| POTENTIAL SAVINGS | \$0.00     |
| SUB-TOTAL         | \$8,161.00 |
| TAX               | \$0.00     |
| TOTAL             | \$8,161.00 |
| EST. FINANCING    | \$87.65    |

Check out what people are saying about us on [Google!](#)

If you feel you didn't receive 5-star service, we want to make it right! Call or email us directly at 775-356-5566 or [customerservice@sierraair.com](mailto:customerservice@sierraair.com)

**CUSTOMER AUTHORIZATION**

I hereby authorize the above described work to be performed for a total of \$8,161.00. By signing the below, I understand and agree that I am providing my written consent to this Customer Authorization and the Terms and Conditions. I agree to conduct transactions with and receive communications from Sierra Air, Inc. electronically. By signing below and agreeing to receive this document, you consent to receive text and voice messages (e.g. reminders, updates, and marketing) from Sierra Air, Inc. at the number provided, including text and voice messages sent by an auto-dialer on behalf of Sierra Air, Inc.. Consent is not a condition of purchase. Msg & data rates may apply.

Sign here

Date

## TERMS & CONDITIONS

1) **SERVICES NOT COVERED:** Contractor will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, electrical work, tile work, landscaping, masonry, flooring, roofing, paving, etc., even if that work is incidental or necessary to the contracted work, or necessary to restore the premises after the repair is made.

2) **CUSTOMER'S RESPONSIBILITIES AND SITE CONDITIONS:** Customer is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Customer shall allow and provide Contractor and its equipment access to the property. Customer is responsible to secure, remove and protect all persons and/or property, and its contents, including but not limited to adults, children, animal, cabinets and their contents, fixtures flooring, walls, tiling, carpet, drapes, furniture, and vegetation, during and upon completion of work, and shall hold harmless and indemnify Contractor against all claims arising out of Customer's failure to do so. Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Customer will point out a warrant the property lines to Contractor.

3) **DELAYS:** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of issuance of all necessary building permits within a reasonable length of time, act of neglect or omission of Customer or Customer's employees or agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra ordered by Customer, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Customer to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, for acts of independent Contractors, or holidays, or other causes beyond Contractor's reasonable control.

4) **FEES, TAXES AND ASSESSMENTS:** Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Customer. Required building permits and fees are at the sole expense of Customer. Customer will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

5) **LABOR AND MATERIAL:** Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction or repair of the Project. Contractor is excused from this obligation for bills received in any period during which the customer is in arrears in making progress payments to Contractor. No waiver or release of mechanic's lien given by Contractor shall be binding until all payments due to Contractor when the release was executed have been made.

6) **PAYMENTS AND RIGHT TO TOP WORK:** Past due payments shall bear interest at the rate of 11/2 % per month (18% per annum), until paid in full. Contractor shall have the right to stop work if any payment shall not be made when due to contractor under this Agreement, Contractor may keep the job idle until all payments due are received. In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated fees at the posted rates. If any check tendered by Customer does not clear, Customer can be held liable for three times the amount of the check, in no case more than \$500, nor less than \$100, plus the face value of the check. These remedies are in addition to any other right or remedy that Contractor may have. A failure by customer to make payment, when due, is a material breach of this Agreement.

7) **LIMITATIONS:** No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

8) **ATTORNEY FEES:** In the event that there is any litigation or an arbitration arising out of this Agreement, then the prevailing party shall be entitled to reasonable attorneys fees and costs.

9) **VALIDITY:** In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

10) **ASBESTOS AND HAZARDOUS SUBSTANCES:** Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Customer to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract.

11) **WEATHER AND OTHER DAMAGE:** To the extent that weather may impact the work covered by this agreement, Contractor shall attempt to keep the project reasonably covered during the construction. However, Customer understands that unexpected weather conditions can arise that might cause damage to the project or its contents. Contractor shall not be responsible for any such damage beyond its reasonable control.

12) **LIMITED WARRANTY:** Contractor warrants that all work performed by Contractor and its subcontractors shall be done in a good and workman like manner in accordance with accepted trade practices. Said warranty shall extend for 90 Days on most repairs, 1 Year on new equipment/fixtures and 30 Days on all drain stoppages unless otherwise stated on page one of this contract. The warranties for assemblies, appliances and the like shall be those warranties provided by the manufacturer or supplier of that item rather than based on Contractor's warranty herein. **THIS IS THE ONLY WARRANTY PROVIDED BY CONTRACTOR TO CUSTOMER.** Customer shall notify Contractor within twenty-four (24) hours of discovery of any warranty claim. **CONTRACTOR SHALL RESPOND TO WARRANTY CALLS WITH REASONABLE PROMPTNESS, BUT ONLY BETWEEN THE HOURS OF 8:30**

AM TO 4.30 P.M MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE AGREED TO IN WRITING. FAILURE OF CUSTOMER TO NOTIFY CONTRACTOR AS SET FORTH HEREIN SHALL VOID ANY WARRANTIES AFFORDED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR WATER OR OTHER DAMAGES RELATING FROM ANY DEFECT OR DELAY IN RESPONDING TO SAID WARRANTY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY WORK PERFORMED, OR ANY PROBLEM, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY. NO WARRANTIES SHALL APPLY IF CONTRACTOR WAS NOT PAID IN FULL FOR ALL OF THE WORK IT PERFORMED. TO OBTAIN WARRANTY PERFORMANCE NOTIFY COMPANY OF ANY DEFECT OR CLAIMS FOR BREACH AT THE ADDRESS AND TELEPHONE NUMBER ON THE FACE HEREOF.



HEATING • COOLING • PLUMBING

520 S. Rock Blvd Suite 100 Reno, NV 89502

NV 24522, NV 87503, CA 652354, MHD 0529

**BILL TO**

City hall building  
605 School Street  
Loyalton, CA 96118 USA

|                              |                                      |
|------------------------------|--------------------------------------|
| <b>ESTIMATE</b><br>398675603 | <b>ESTIMATE DATE</b><br>Sep 11, 2025 |
|------------------------------|--------------------------------------|

**JOB ADDRESS**

City hall building  
605 School Street  
Loyalton, CA 96118 USA

Job: 398322152

**ESTIMATE DETAILS**

New wall furnace: Please feel free to contact me if you have any questions or wish to move forward with this HVAC project

Thank you,

Jorge Madrazo-Menendez  
Commercial Estimator  
(775)842-8482  
jorgemenendez@sierraair.com

| SERVICE | DESCRIPTION                          | QTY  | PRICE      | TOTAL      |
|---------|--------------------------------------|------|------------|------------|
| 1       | Reznor Unit Heater:<br>Scope of Work | 1.00 | \$7,347.00 | \$7,347.00 |

- Remove and dispose of the existing defective unit
- Provide and install one new Direct Vent wall furnace Rinnai 38500 BTU
- Provide new electrical connections
- Provide new gas connections at the unit
- Provide units start up and customer training
- Sales taxes included
- One-Year parts and labor warranty
- Three-year Heat exchanger warranty
- Net 30 payment due from install day
- We offer ACH as a preferred method of payment and encourage you to sign up prior to the install date. If you are unable to process payment via ACH, please indicate your preferred method of payment in advance.
- Financing not applicable to commercial costumers.

- Customer to provide approval letter from HOA (if applicable) to apply for building permit

|                   |            |
|-------------------|------------|
| POTENTIAL SAVINGS | \$0.00     |
| SUB-TOTAL         | \$7,347.00 |
| TAX               | \$0.00     |
| TOTAL             | \$7,347.00 |
| EST. FINANCING    | \$78.91    |

Check out what people are saying about us on [Google!](#)

If you feel you didn't receive 5-star service, we want to make it right! Call or email us directly at 775-356-5566 or [customerservice@sierraair.com](mailto:customerservice@sierraair.com)

**CUSTOMER AUTHORIZATION**

I hereby authorize the above described work to be performed for a total of \$7,347.00. By signing the below, I understand and agree that I am providing my written consent to this Customer Authorization and the Terms and Conditions. I agree to conduct transactions with and receive communications from Sierra Air, Inc. electronically. By signing below and agreeing to receive this document, you consent to receive text and voice messages (e.g. reminders, updates, and marketing) from Sierra Air, Inc. at the number provided, including text and voice messages sent by an auto-dialer on behalf of Sierra Air, Inc.. Consent is not a condition of purchase. Msg & data rates may apply.

Sign here

Date

## TERMS & CONDITIONS

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AM TO 4:30 P.M MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE AGREED TO IN WRITING. FAILURE OF CUSTOMER TO NOTIFY CONTRACTOR AS SET FORTH HEREIN SHALL VOID ANY WARRANTIES AFFORDED HEREIN. CONTRACTOR SHALL NOT BE LIABLE FOR WATER OR OTHER DAMAGES RELATING FROM ANY DEFECT OR DELAY IN RESPONDING TO SAID WARRANTY. CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY WORK PERFORMED, OR ANY PROBLEM, WHETHER OR NOT COVERED BY THIS LIMITED WARRANTY. NO WARRANTIES SHALL APPLY IF CONTRACTOR WAS NOT PAID IN FULL FOR ALL OF THE WORK IT PERFORMED. TO OBTAIN WARRANTY PERFORMANCE NOTIFY COMPANY OF ANY DEFECT OR CLAIMS FOR BREACH AT THE ADDRESS AND TELEPHONE NUMBER ON THE FACE HEREOF.