



City of Etna

AGENDA for the REGULAR MEETING of the ETNA CITY COUNCIL

DATE OF THE MEETING: February 27, 2023

TIME OF THE MEETING: 6:30pm

PLACE OF THE MEETING: 442 Main Street Etna, CA or TELECONFERENCE

1. **Call to Order:**

- a. Pledge of Allegiance
- b. Roll Call

2. **Public Comment : Non-agenda items.** The City Council cannot take action or comment on non-agenda items.

3. **CONSENT CALENDAR**

- a. Minutes Special Meeting January 30, 2023
- b. Invoice Check Register Monthly Financials
- c. Resolution 2023-002 – Update Bank Signatories

4. **DEPARTMENT REPORTS**

Manager Police Dept Public Works Fire Dept Ambulance Clerk Mayor Council/Committee

5. **PUBLIC HEARING – Public Hearing for Discussion of Possible State CDBG Application**

6. **CURRENT BUSINESS**

- a. Discuss/Approve Subrecipient Agreement Between the City of Etna and Great Northern Services
- b. Second Reading and Adoption Ordinance 225 – Electric Vehicle Charging Stations
- c. Swear In New Employee Missy Martin
- d. Discuss/Approve and Assign Commissioner Assignments
- e. Discuss/Approve Broadband Siskiyou Telephone
- f. Discuss/Approve Etna Friends of the Library
- g. Discuss/Approve Etna Museum Electrical Project Update
- h. Discuss/Approve City of Etna Hosting LOLA (League of Local Agencies) Dinner July 2023
- i. Discuss/Approve Two New Firefighter Applicants
- j. Discuss/Approve Automatic Aid Agreement Between Scott Valley Fire Protection District, The Town of Fort Jones, and the City of Etna
- k. Discuss/Approve Stipends/Incentives for Firefighter Response
- l. Discuss Update on COVID Premium Pay

7. **CORRESPONDENCE**

8. **CITY COUNCIL STATEMENTS AND REQUESTS**

9. **CLOSED SESSION: Pursuant to Government Code Section §54954.5(e)**

- a. Public Employee Evaluation – City Manager

10. **ADJOURNMENT**

Teleconference Information:

Phone: 1-669-444-9171, 1 669 900 6833 US (San Jose) Meeting ID: 997 5473 5059

<https://us06web.zoom.us/j/99754735059>



MINUTES
SPECIAL MEETING OF THE ETNA CITY COUNCIL
Monday January 30, 2023

Members of the Etna City Council met on this 30th day of January, via TELECONFERENCE and IN PERSON. Mayor Cliff Munson called the meeting to order and led in the Salute to the Flag of the United States of America.

Roll Call

Councilmembers Brandon Fawaz, Jason Deppen, Mayor Cliff Munson, Charnna Gilmore. Councilmember Lori Fleck was absent.

Oral Comments from the Public on Non-Agenda Item

Audience member Marjorie Crosse shared her concerns with the Council regarding water running down Cleveland Street and flooding under her house.

Audience member from Friends of the Museum asked about the status with the museum electrical upgrades and the status of the grant monies to be used for the project.

Consent Calendar :

- Minutes of the Special Meeting December 12, 2022
- Invoice Approval 12.22.22
- Invoice Approval 1.20.23
- Resolution 2023-001 – A Resolution of the City Council of the City of Etna Authorizing Investment of City of Etna Monies in Local Agency Investment Fund (LAIF)

Councilmember Fawaz moved to approve the Consent Calendar, Councilmember Deppen seconded, and the motion passed.

Ayes : Gilmore, Munson, Deppen, Fawaz

Department Reports :

City Manager Adam Cox gave an update on the CDBG Program Income and what the next steps are. Due to how extensive the application process is it is unlikely that the City would be approved for Program Income monies in the near future. The waiting period will be 8 to 12 months. Councilmember Gilmore recommended exploring another funding source for the museum project. The museum is requesting the project be completed timely. Police Chief Josh Short mentioned the Ford Foundation as an option for funding assistance. Cox requested the Council to pick a day in March to meet with Fort Jones Council and Legal Counsel for some trainings.

Police Chief Josh Short provided a written report to the Council. Chief Short mentioned that Community Service Officer Bonnie Mortenson resigned, and Fort Jones Community Service Officer Kelly York will be covering both Etna and Fort Jones needs. Councilmember Fawaz asked if PAL money is used for youth or community orientated. Chief Short said that the \$5,000 that PAL receives from the City gets spread throughout all youth programs. Fawaz also asked where the department was at with hiring the new DOJ Grant Officer. Chief Short explained that

Nate Mendes has completed the background for the officer and there are two other backgrounds in process. Councilmember Deppen asked about the status with the local poacher that they have been working on. Chief Short gave an update on that case, and they are making progress.

Public Works Director Dan Burbank provided a written report. Deppen asked if the City is allowed to buy from government auctions. Burbank provided updates on what his department has been working on.

Fire Chief Alan Kramer has been working with Fort Jones on the Firefighter Academy. His department has had 23 dispatches in the last month. Chief Kramer will be presenting a new firefighter application at the next meeting. Councilmember Fawaz asked about the Rural Protection Fire District and them choosing not to join with Etna or Fort Jones. Chief Kramer has been in contact with the chairman of the board. Councilmember Deppen asked about a readiness status if the department needed to respond to an emergency. Chief Kramer said the focus is to make sure there are enough resources available when needed. Chief Kramer and Cox have been discussing the option of offering stipends for responding to emergencies.

Ambulance Director Teri Arrwood provided a written report. Arrwood updated the Council on various things her department has been working on. Samantha Hess has been working on a AFG grant and potentially funding a position in the department for both Fire and EMS. Arrwood also updated the Council on the trainings that she has been putting on and future classes that she is scheduling.

City Clerk Pam Eastlick reported that she has provided information to the City Auditor for the 2021 audit. She has been submitting invoices to the current grants. Eastlick provided draft financials to the Council for review. She is working on reallocating expenses to the appropriate funds approved by the budget. Eastlick would like to meet with Councilmember Gilmore to go over CDBG.

Councilmember Gilmore reported that she attended the LOLA dinner. Etna will be hosting a LOLA meeting in July. Gilmore has been working on finding a grant manager for the Water Modernization Grant.

Current Business:

Appoint new Councilmember to replace Councilwoman Fleck. The City of Etna received a letter of interest from John Stacher. John Stacher introduced himself to the Council and audience. Councilmember Gilmore moved to approve appointing John Stacher to replace Lori Fleck, Councilmember Deppen seconded, and the motion passed.

Ayes : Gilmore, Munson, Deppen, Fawaz

Mayor Munson swore in John Stacher.

Discuss/Approve 2nd Addendum to the Memorandum of Understanding & Agreement to Provide Dispatch and Records Services. Cox, and Chief Short provided a background on the agreement. Burbank commented that it would be a good idea to investigate other options due to officer safety. Councilmember Fawaz moved to approve with the caveat that Chief Short makes the Council aware if there are dispatch problems and it is documented by the City. More discussion and input from Chief Short. Councilmember Gilmore seconded and the motion passed.

Ayes : Stacher, Gilmore, Munson, Deppen, Fawaz

Discuss/Approve Memorandum of Understanding Etna Fire Department, Fort Jones Fire Department, and Scott Valley Fire Protection District for Assistance to Firefighters Grant – SCBAs and RIT Equipment. Chief Kramer gave a background and explained that the local fire departments are trying to obtain the same equipment. \$10,000 would be the City's portion match. Fort Jones Fire Department will be hosting the grant and Etna staff will provide the information needed when necessary. Councilmember Fawaz moved to approve the MOU for the SCBAs and the RIT equipment. Councilmember Gilmore seconded and the motion passed.

Ayes : Stacher, Gilmore, Munson, Deppen, Fawaz

Discuss/Approve Memorandum of Understanding Etna Fire Department, Fort Jones Fire Department, and Scott Valley Fire Protection District for Assistance to Firefighters Grant – Extraction Equipment. Councilmember Gilmore moved to approve this second MOU, Councilmember Stacher seconded, and the motion passed.

Ayes : Fawaz, Deppen, Munson, Gilmore, Stacher

Review/Discuss Financials. Cox explained that they are still working through financials. No action taken.

Discuss/Approve Memorandum of Understanding Regarding County Libraries and Local Communities. Cox explained that there are no new changes to the previous contract. The City contributes \$5,000 to the library annually. Councilmember Gilmore moved to approve the MOU regarding county libraries and local communities. Councilmember Stacher seconded. Councilmember Fawaz asked what the cost is to the City minus the \$5,000 contribution. Motion passed.

Ayes : Fawaz, Deppen, Munson, Gilmore, Stacher

Discuss/Approve Appointing a Delegate and an Alternate to the Siskiyou County Integrated Waste Management Committee. Councilmember Gilmore moved to approve appointing John Stacher as the Delegate and Councilmember Jason Deppen as the Alternate for the Siskiyou County Integrated Waste Management Committee. Councilmember Fawaz seconded and the motion passed.

Ayes : Fawaz, Deppen, Munson, Gilmore, Stacher

CORRESPONDENCE:

None.

CITY COUNCIL STATEMENTS AND REQUESTS:

Councilmember Gilmore requested an update on the COVID payments at the next meeting.

CLOSED SESSION: Pursuant to Government Code Section §54954.5(e)

- Public Employee Discipline/Dismissal/Release – Public Employee Evaluation City Manager. No reportable action.

Adjournment

There being no further business Mayor Munson adjourned the meeting at approximately 6:33 pm.

Respectfully submitted,

Jenny Bennett

Asst. City Clerk

DRAFT

Check Register Report

Date: 02/23/2023

Time: 2:13 pm

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City of Etna

BANK: EFT

Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																			
148	02/15/2023		AMAZON Printed	AMAZON.COM Debit: Ambulance Supplies	45.00 0.00	45.00																																			
<table><tr><th>Ref#</th><th>GL Number Line Distribution Description</th><th>Gross</th><th>Discount</th><th>Amount</th></tr><tr><td>25826</td><td>50-45-870.00</td><td>45.00</td><td>0.00</td><td>45.00</td></tr></table>							Ref#	GL Number Line Distribution Description	Gross	Discount	Amount	25826	50-45-870.00	45.00	0.00	45.00																									
Ref#	GL Number Line Distribution Description	Gross	Discount	Amount																																					
25826	50-45-870.00	45.00	0.00	45.00																																					
					Check Amount	45.00																																			
149	02/15/2023		CSULB Printed	CENTER FOR CRIMINAL JUSTICE Debit: Tuition Background Scho	482.46 0.00	482.46																																			
<table><tr><th>Ref#</th><th>GL Number Line Distribution Description</th><th>Gross</th><th>Discount</th><th>Amount</th></tr><tr><td>25829</td><td>53-40-735.00</td><td>482.46</td><td>0.00</td><td>482.46</td></tr></table>							Ref#	GL Number Line Distribution Description	Gross	Discount	Amount	25829	53-40-735.00	482.46	0.00	482.46																									
Ref#	GL Number Line Distribution Description	Gross	Discount	Amount																																					
25829	53-40-735.00	482.46	0.00	482.46																																					
					Check Amount	482.46																																			
150	02/15/2023		MECHCC Printed	MECHANICS CREDIT CARD PD Supplies	27.50 0.00	27.50																																			
<table><tr><th>Ref#</th><th>GL Number Line Distribution Description</th><th>Gross</th><th>Discount</th><th>Amount</th></tr><tr><td>24850</td><td>10-40-879.00</td><td>27.50</td><td>0.00</td><td>27.50</td></tr></table>							Ref#	GL Number Line Distribution Description	Gross	Discount	Amount	24850	10-40-879.00	27.50	0.00	27.50																									
Ref#	GL Number Line Distribution Description	Gross	Discount	Amount																																					
24850	10-40-879.00	27.50	0.00	27.50																																					
					Check Amount	27.50																																			
151	02/15/2023		STAPLES Printed	STAPLES OFFICE SUPPLIES Debit: File Folders	1,863.42 0.00	1,863.42																																			
<table><tr><th>Ref#</th><th>GL Number Line Distribution Description</th><th>Gross</th><th>Discount</th><th>Amount</th></tr><tr><td>25822</td><td>45-33-870.00</td><td>206.71</td><td>0.00</td><td>206.71</td></tr><tr><td>25822</td><td>40-30-870.00</td><td>206.71</td><td>0.00</td><td>206.71</td></tr><tr><td>25822</td><td>53-40-870.00</td><td>413.42</td><td>0.00</td><td>413.42</td></tr><tr><td>25822</td><td>50-45-870.00</td><td>413.42</td><td>0.00</td><td>413.42</td></tr><tr><td>25822</td><td>10-25-870.00</td><td>413.42</td><td>0.00</td><td>413.42</td></tr><tr><td>25823</td><td>10-25-870.00</td><td>209.74</td><td>0.00</td><td>209.74</td></tr></table>							Ref#	GL Number Line Distribution Description	Gross	Discount	Amount	25822	45-33-870.00	206.71	0.00	206.71	25822	40-30-870.00	206.71	0.00	206.71	25822	53-40-870.00	413.42	0.00	413.42	25822	50-45-870.00	413.42	0.00	413.42	25822	10-25-870.00	413.42	0.00	413.42	25823	10-25-870.00	209.74	0.00	209.74
Ref#	GL Number Line Distribution Description	Gross	Discount	Amount																																					
25822	45-33-870.00	206.71	0.00	206.71																																					
25822	40-30-870.00	206.71	0.00	206.71																																					
25822	53-40-870.00	413.42	0.00	413.42																																					
25822	50-45-870.00	413.42	0.00	413.42																																					
25822	10-25-870.00	413.42	0.00	413.42																																					
25823	10-25-870.00	209.74	0.00	209.74																																					
					Check Amount	1,863.42																																			
152	02/15/2023		USPS Printed	U S POSTAL SERVICE DEBIT: Water Bill Postage	273.31 0.00	273.31																																			
<table><tr><th>Ref#</th><th>GL Number Line Distribution Description</th><th>Gross</th><th>Discount</th><th>Amount</th></tr><tr><td>25825</td><td>45-33-820.00</td><td>69.03</td><td>0.00</td><td>69.03</td></tr><tr><td>25825</td><td>40-30-820.00</td><td>69.02</td><td>0.00</td><td>69.02</td></tr><tr><td>25828</td><td>45-33-820.00</td><td>67.63</td><td>0.00</td><td>67.63</td></tr><tr><td>25828</td><td>40-30-820.00</td><td>67.63</td><td>0.00</td><td>67.63</td></tr></table>							Ref#	GL Number Line Distribution Description	Gross	Discount	Amount	25825	45-33-820.00	69.03	0.00	69.03	25825	40-30-820.00	69.02	0.00	69.02	25828	45-33-820.00	67.63	0.00	67.63	25828	40-30-820.00	67.63	0.00	67.63										
Ref#	GL Number Line Distribution Description	Gross	Discount	Amount																																					
25825	45-33-820.00	69.03	0.00	69.03																																					
25825	40-30-820.00	69.02	0.00	69.02																																					
25828	45-33-820.00	67.63	0.00	67.63																																					
25828	40-30-820.00	67.63	0.00	67.63																																					
					Check Amount	273.31																																			
153	02/15/2023		UPS Printed	UPS DEBIT: PD Shipping Label	90.80 0.00	90.80																																			

Check Register Report

Date: 02/23/2023

Time: 2:13 pm

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BANK: EFT

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Check Description	Vendor Name	Gross Discount	Amount
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Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
25827	10-40-870.00	90.80	0.00	90.80

Check Amount 90.80

Total Checks: 6

Bank Total(excluding void checks): 2,782.49

Date: 02/23/2023
Time: 2:13 pm
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BANK: MECHANICS BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
21241	02/15/2023	CALPRETIR Printed	CALPERS RETIRE Retiree Report Late Fee	400.00 0.00	400.00
	Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
	25768	10-41-737.00	200.00	0.00	200.00
	25768	53-40-737.00	200.00	0.00	200.00
				Check Amount	400.00
21242	02/15/2023	CAMPO Printed	CAMPORA Shop Propane	824.47 0.00	824.47
	Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
	25772	10-40-840.20	216.35	0.00	216.35
	25772	53-40-840.20	216.35	0.00	216.35
	25773	10-60-840.20	130.59	0.00	130.59
	25773	40-30-840.20	130.59	0.00	130.59
	25773	45-33-840.20	130.59	0.00	130.59
				Check Amount	824.47
21243	02/15/2023	CK Printed	CHARLES KELLY Background V. Salas	504.92 0.00	504.92
	Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
	25821	10-40-760.00	504.92	0.00	504.92
				Check Amount	504.92
21244	02/15/2023	BRAY Printed	E & S ENGINEERS SRF Planning Grant	6,185.13 0.00	6,185.13
	Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
	25816	10-25-782.00	500.00	0.00	500.00
	25817	23-70-881.00	2,425.00	0.00	2,425.00
	25818	20-30-881.15	3,260.13	0.00	3,260.13
				Check Amount	6,185.13
21245	02/15/2023	EHSG Printed	ETNA HARDWARE & SPORTING GOODS Maint & Supplies Amb	623.85 0.00	623.85
	Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
	25779	23-70-881.00	206.95	0.00	206.95
	25780	40-30-880.00	91.57	0.00	91.57
	25781	10-40-880.00	45.65	0.00	45.65
	25782	10-55-880.00	168.35	0.00	168.35

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Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	25783	10-60-880.00		51.45	0.00	51.45
	25784	45-33-880.00		54.53	0.00	54.53
	25785	50-45-880.00		5.35	0.00	5.35
	Check Amount					623.85
21246	02/15/2023		FMC Printed	FAIRCHILD MEDICAL CENTER Medical Supplies	7.20 0.00	7.20
	Ref#	GL Number		Gross	Discount	Amount
		Line Distribution Description				
	25798	50-45-872.00		7.20	0.00	7.20
	Check Amount					7.20
21247	02/15/2023		FORT JONES Printed	FORT JONES LUMBER YARD, INC. Prop 68 Expenses	6,552.30 0.00	6,552.30
	Ref#	GL Number		Gross	Discount	Amount
		Line Distribution Description				
	25830	23-70-881.00		6,552.30	0.00	6,552.30
	Check Amount					6,552.30
21248	02/15/2023		HENRYSH Printed	HENRY SCHEIN MEDICAL Medical Supplies	207.30 0.00	207.30
	Ref#	GL Number		Gross	Discount	Amount
		Line Distribution Description				
	25795	50-45-872.00		207.30	0.00	207.30
	Check Amount					207.30
21249	02/15/2023		FAS TRAK Printed	INVOICE PROCESSING DEPARTMENT Bridge Toll	7.00 0.00	7.00
	Ref#	GL Number		Gross	Discount	Amount
		Line Distribution Description				
	25777	50-45-735.00		7.00	0.00	7.00
	Check Amount					7.00
21250	02/15/2023		LH Printed	LARRY HICKS Reim Physical	119.00 0.00	119.00
	Ref#	GL Number		Gross	Discount	Amount
		Line Distribution Description				
	25820	10-50-740.00		119.00	0.00	119.00
	Check Amount					119.00
21251	02/15/2023		LA Printed	LIFE ASSIST Medical Supplies	153.46 0.00	153.46
	Ref#	GL Number		Gross	Discount	Amount
		Line Distribution Description				
	25770	50-45-872.00		153.46	0.00	153.46
	Check Amount					153.46

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BANK: MECHANICS BANK

Check Number	Check Date Void/Stop Date	Reconcile Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
21252	02/15/2023		LEI Printed	LINCOLN AQUATICS Chemicals Water	780.70 0.00	780.70

Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
25776	40-30-877.00	780.70	0.00	780.70

Check Amount 780.70

21253	02/15/2023		MGM Printed	MEAN GENE'S GAS Bulk Fuel Unleaded	3,910.13 0.00	3,910.13
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Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
25800	10-55-840.20	144.79	0.00	144.79
25801	10-60-865.00	16.14	0.00	16.14
25801	45-33-865.00	32.26	0.00	32.26
25801	40-30-865.00	32.26	0.00	32.26
25801	10-50-865.00	161.32	0.00	161.32
25801	50-45-865.00	1,371.24	0.00	1,371.24
25802	10-50-840.20	287.16	0.00	287.16
25803	10-60-865.00	48.79	0.00	48.79
25803	45-33-865.00	48.78	0.00	48.78
25803	40-30-865.00	48.78	0.00	48.78
25803	10-50-865.00	48.78	0.00	48.78
25803	10-40-865.00	780.51	0.00	780.51
25804	10-60-865.00	4.43	0.00	4.43
25804	45-33-865.00	8.85	0.00	8.85
25804	40-30-865.00	8.85	0.00	8.85
25804	10-50-865.00	44.27	0.00	44.27
25804	50-45-865.00	376.30	0.00	376.30
25805	10-60-865.00	22.33	0.00	22.33
25805	45-33-865.00	22.33	0.00	22.33
25805	40-30-865.00	22.33	0.00	22.33
25805	10-50-865.00	22.33	0.00	22.33
25805	10-40-865.00	357.30	0.00	357.30

Check Amount 3,910.13

21254	02/15/2023		MOBILE MEC Printed	MOBILE MECHANIC Transmission Flush	675.89 0.00	675.89
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Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
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Check Register Report

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BANK: MECHANICS BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Check Description	Vendor Name	Gross Discount	Amount
	25778	53-40-860.00		675.89	0.00	675.89
				Check Amount	675.89	
21255	02/15/2023	3001 Printed	NATHAN MENDES Reim: Background School		1,851.29 0.00	1,851.29
	Ref#	GL Number Line Distribution Description		Gross	Discount	Amount
	25815	53-40-735.00		1,851.29	0.00	1,851.29
				Check Amount	1,851.29	
21257	02/15/2023	PP Printed	PACIFIC POWER Howell Pool Lights		3,006.56 0.00	3,006.56
	Ref#	GL Number Line Distribution Description		Gross	Discount	Amount
	25765	10-55-840.10		110.04	0.00	110.04
	25766	45-33-840.10		70.51	0.00	70.51
	25766	40-30-840.10		70.50	0.00	70.50
	25766	10-60-840.10		70.50	0.00	70.50
	25766	50-45-840.10		422.20	0.00	422.20
	25786	29-60-867.00		45.93	0.00	45.93
	25787	29-60-867.00		934.85	0.00	934.85
	25788	23-70-840.10		145.38	0.00	145.38
	25789	10-40-840.10		79.63	0.00	79.63
	25789	53-40-840.10		79.63	0.00	79.63
	25790	40-30-840.10		104.98	0.00	104.98
	25791	50-45-840.10		391.78	0.00	391.78
	25791	10-60-840.10		65.33	0.00	65.33
	25791	40-30-840.10		65.30	0.00	65.30
	25791	45-33-840.10		65.30	0.00	65.30
	25792	10-55-840.10		236.24	0.00	236.24
	25793	10-50-840.10		22.16	0.00	22.16
	25794	23-70-840.10		26.30	0.00	26.30
				Check Amount	3,006.56	
21258	02/15/2023	PEAST Printed	PAMELA EASTLICK Trvl Trng CalPERS Training		842.17 0.00	842.17
	Ref#	GL Number Line Distribution Description		Gross	Discount	Amount
	25767	10-25-735.00		166.59	0.00	166.59
	25769	10-25-735.00		675.58	0.00	675.58

Check Register Report

Date: 02/23/2023

Time: 2:13 pm

Page: 7

City of Etna

BANK: MECHANICS BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Vendor Name Check Description	Gross Discount	Amount
				Check Amount	842.17
21259	02/15/2023	PORAC LDF Printed	PEACE OFFICERS LEGAL DEFENSE 1st QTR Dues	357.00 0.00	357.00
		</			

Check Register Report

Date: 02/23/2023

Time: 2:13 pm

Page: 8

City of Etna

BANK: MECHANICS BANK

Check Number	Check Date	Reconcile Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date		Status	Check Description	Discount	

Ref#	GL Number	Gross	Discount	Amount
	Line Distribution Description			
25806	10-25-830.00	306.54	0.00	306.54
25807	10-60-830.00	31.51	0.00	31.51
25807	45-33-830.00	31.49	0.00	31.49
25807	40-30-830.00	31.49	0.00	31.49
25808	50-45-830.00	100.61	0.00	100.61
25809	10-50-830.00	72.54	0.00	72.54
25810	10-25-830.00	49.50	0.00	49.50
25811	10-80-830.00	95.24	0.00	95.24
25811	53-40-830.00	95.24	0.00	95.24
25811	10-40-830.00	95.24	0.00	95.24
25812	10-80-830.00	16.99	0.00	16.99
25812	53-40-830.00	16.97	0.00	16.97
25812	10-40-830.00	16.97	0.00	16.97

Check Amount 960.33

21266

02/15/2023

TERIARR

TERESA ARRWOOD

190.43

190.43

Printed

Reim: Office Equipment

0.00

Ref#	GL Number	Gross	Discount	Amount
	Line Distribution Description			
25819	50-45-735.00	166.83	0.00	166.83
25824	50-45-870.00	23.60	0.00	23.60

Check Amount 190.43

21267

02/15/2023

VW

VERIZON WIRELESS

654.47

654.47

Printed

Monthly Cellular

0.00

Ref#	GL Number	Gross	Discount	Amount
	Line Distribution Description			
25774	10-41-830.30	131.60	0.00	131.60
25774	50-45-830.30	171.33	0.00	171.33
25774	10-60-830.30	49.83	0.00	49.83
25774	45-33-830.30	49.83	0.00	49.83
25774	40-30-830.30	49.83	0.00	49.83
25774	10-80-830.30	67.37	0.00	67.37
25774	53-40-830.30	67.34	0.00	67.34
25774	10-40-830.30	67.34	0.00	67.34

Check Amount 654.47

Check Register Report

Date: 02/23/2023

Time: 2:13 pm

Page: 9

City of Etna

BANK: MECHANICS BANK

Check Number	Check Date Void/Stop Date	Reconcile Date Status	Vendor# Check Description	Vendor Name	Gross Discount	Amount
21268	02/15/2023	XEROX Printed	XEROX CORPORATION Print Meter		26.18 0.00	26.18

Ref#	GL Number Line Distribution Description	Gross	Discount	Amount
25775	10-25-870.00	26.18	0.00	26.18

Check Amount 26.18

Total Checks: 27 Bank Total(excluding void checks): 34,858.60

Total Checks: 33 Grand Total(excluding void checks): 37,641.09

Recap by Fund

Department #	Department Name	Dist. Amount
20	City Council	4,350.00
25	City Clerk	3,436.55
30	Water	5,040.67
33	Sewer	989.09
40	Law Enforcement	6,811.37
41	Police - FJ Station	331.60
45	Ambulance Services	3,862.62
50	Fire Prevention	777.56
55	Governmental Buildings	659.42
60	Highways & Streets	1,659.18
70	Parks & Recreation	9,543.43
80	COMMUNITY SERVICE	179.60
Grand Total:		37,641.09



City of Etna

RESOLUTION 2023-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ETNA AUTHORIZING SIGNATORIES FOR THE MECHANICS BANK GENERAL FUND ACCOUNT

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Mechanics Bank General Fund Account Ending 0026 is necessary to conduct daily transactions of the City;

WHEREAS, the City Council requires two signatures on all checks and warrants coming from the Mechanics Bank General Fund Account;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Etna does hereby authorize the deposit and withdrawal of City of Etna monies in the Mechanics Bank General Fund Account;

BE IT FURTHER RESOLVED, that the following City of Etna officers or their successors in office shall be authorized signatories on the Mechanics Bank General Fund Account:

Councilmember: Jason Deppen
Councilmember: John Stacher
Councilmember: Charnna Gilmore
Councilmember: Brandon Fawaz
Councilmember: Cliff Munson
Treasurer: Susan M. Marshall
City Clerk: Pamela Eastlick

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Etna at a regular meeting thereof held on February 27, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Cliff Munson, Mayor

ATTEST:

Pamela Eastlick, City Clerk

Etna Police Department Monthly Report

February 2023

To begin this monthly report, I would like to like to address some of the specifics and format as a reminder while you read the monthly PD report. First off, each report will be based off the previous month's statistics including updated calls for service and written reports sent to the District Attorney for prosecution. The wheels of Justice move slowly so from time to time I will include updates on cases. There will be a good amount of information detailed in the report but keep in mind some information will be excluded due to privacy requirements. If there is anything that is not covered in the report, I will be glad to answer questions at the meeting. Please reach out to me if you would like to see additional items covered or addressed in the written report in the future. It's been a busy couple months so far this year with many positive happenings throughout our community. As you know we have had a change in staffing and the next few months will we dedicated to new officers training in order to get them on their own as a solo officer. Safety is our main concern, and we will stay vigilant to make sure everyone can enjoy their upcoming spring and summer months without a worry.

Traffic- With this time of year comes in climate weather and a lot of travel for some. It is our priority that Etna is a traffic safe community where the presence of law enforcement is evident and proactive. Presence is a large part deterring crime. We will continue our patrol while increasing it during specific times of high traffic or events. We also have been issuing numerous warnings and citations when appropriate. We had an uptick of DUI's with some of them involving collisions. Each of these incidents resulted in an arrest and restitution to the victims of any damage. Due to the increase of DUI's throughout the valley a few DUI details were performed to help educate the community that this behavior will not be tolerated and decrease the chance for injury or death. For the most part it seems traffic issues in town have gotten better giving us the ability to concentrate on specific more serious traffic issues and areas needing attention. We have placed the speed trailer around town in the attempt to slow drivers down and remind them of their speed. It is our mission to help educate drivers to make our streets safe to everyone. If anyone notices an area of concentrated traffic related issues, please let us know so we can be proactive in stopping the violations.

Schools- Our schools have been back from winter break and in full swing of things. We always try and be a big part of our schools and the youth they serve. We have an open pathway of communication with school staff making it easy for them to reach out with issues they may encounter. Several concerns on school campuses have been addressed and mitigated recently with activity on the rise. We have spent a large amount of our time recently within the schools which makes a big difference with our youth. We are attempting to come up with a School Resource Officer position which would be a partnership with each valley school and keep an officer on school grounds throughout the day. We continue our open communication and partnership with the district in the attempt to make our community and schools one of the safest in the country. Again, we try and take a proactive approach to law enforcement to hopefully address and prevent an issue before it arises.

Animal Control- While most of our major animal control issues have been rectified, we still have some on occasion. Specific areas and residences are being re addressed as Kelly takes over for Bonnie. Our officers in the past have stepped up and pressed for everyone to come into compliance with local animal ordinances. By doing this it really has diminished our calls for service in regard to animal control issues. We are continuing to educate and take the appropriate actions, if necessary, in the attempt to get everyone into compliance and our animals safe. Face book and our local websites have been instrumental in reuniting lost pets with their owners. We are also looking at restructuring or adopting new ordinances in order to address old laws that need to be updated and written to address current issues.

Reports/Cases- We are now at 15 written cases for the year in Etna which goes to show how busy our department is continuing to be. Many of these cases are a result of our officers being proactive and includes code enforcement. We will continue to be vigilant and hopefully prevent crime in the process. These written cases are investigated, processed, and then sent to the D.A. for prosecution. It does take some time to complete the more complex cases which usually involves multiple supplemental reports. We also have a new officer going through the Field Training Program and will fortunately help Tony and I with current caseload.

Calls for Service- As a reminder with the written reports most of our calls for service including mutual aid requests and responding to EMS/Fire calls come without a written report or go over the air. We continue to assist other departments in any way we can to help first responders to any crisis. With an increase in criminal activity outside our two towns we have been called upon by outside agencies to assist. These agencies include CHP, Sheriff's Office, Forest Service, and CAL Fire to name a few. They also assist us when the need arises. It's been a great working partnership we have fostered and continue to do so in the future. These calls for service will also include safety checks or school functions for example. These types of calls are important as it prevents crime and helps us be one with the community as well as understand what our communities' needs are.

Ordinance Enforcement- Kelly has been introduced to several of the Etna Code enforcement cases as she takes over for Bonnie. Kelly will be closing out several code enforcement cases while sending cases forward for final review and follow up if needed. Several of these cases are now at the stage for the city to take appropriate action or close completely. This may include placing a lean on the property or other practices through the city attorney. County code enforcement will also be joining us for cases which include properties that cover both city and county jurisdictions. Again, Code enforcement can be and is a very slow process with many notifications needing to be sent to the violator. Please keep this in mind as we work a case as it may seem nothing is happening but in reality, it's the complex process of code enforcement. As a reminder we try to resolve our code enforcement complaints with voluntary compliance. In most cases this proves to be a good way of doing business and we attempt to help the person with solving the issue at hand. In the event the issue isn't brought into compliance citations are issued or the case is sent to the D.A. for prosecution.

PAL- Pal is going strong with several programs being ending recently. It was a very successful year as of yet with football, soccer, holiday gathering, and basketball being the primary focus. The swim team will be our next program along with a wrestling and softball clinic. These programs will be ran by high school seniors for their senior project. The swim team being one of our oldest programs we have seen it develop into a well-rounded program including competitive and recreational components. We also partnership with the YESS program in the summer giving our youth the ability to work and gain experience in land management. Recently we obtained another grant through the state allowing us to provide a continued mentoring service to our youth in need. We have a youth center where our youth can be safe while addressing concerns in their lives or take advantage of tutoring services from local adults volunteering their time to help keep the program active and growing. Recently we were able to add a horse program along with outdoor activities such and fishing and hiking. Many of our local youth don't have the opportunity to do these activities within their household so it is amazing to see them venture out and experience new things.

Training- As mentioned above a majority of our time will be focusing on training the new officers as well as staying up on perishable skills mandated by POST. Our FTO program is approximately 16 weeks in length. You will be seeing patrol vehicle doubled up due to this training until the officer completes the program and goes out on their own.

Patrol Hours- The past several months has been fairly active and we will continue to see an uptick in activity as mentioned above. As a reminder the town of Etna receives patrol hours and time in the office in excess of 600 hours a month with 5 officers when up to staff, 2 CSO's and a detective. Countless security checks, home checks, and business checks are made daily making sure our community is safe. We have been receiving numerous compliments on how people feel safer and notice a positive change in town. It makes all the hard work worthwhile when we can see and especially hear the difference our officers make in the community. I encourage council to participate in our ride along program to help educated yourselves on the daily activities that occur in our town. Not only is it a great way to see town from another view but it also gives us the ability to establish good relationships with each other. In addition to the above hours of service we also benefit from our inclusion of NSMIT. It is often we have numerous officers and detectives taking part in a major crime event and contribute 100s of hours of police services to the City of Etna. These hours of service provided are highly expertise and unattainable without substantial financial cost.



SISKIYOU COUNTY SHERIFF'S OFFICE

305 BUTTE ST
YREKA, CA 96097
(530) 841-2900

CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 01/01/2023 to 02/21/2023,
Primary Unit = ETNA%,
Response Area = 5C

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
01/04/2023 05:55	2301040008		ALARM	15 TELCO WY		
01/04/2023 15:59	2301040037		AB	156 CALLAHAN ST		
01/06/2023 18:09	2301060038		FLP	117 MAIN ST		
01/06/2023 23:13	2301060055		ALARM	15 TELCO WY		
01/07/2023 13:09	2301070014		FND	155 DIGGLES ST		
01/07/2023 22:04	2301070034		ALARM	15 TELCO WY		
01/08/2023 22:03	2301080039		ALARM	15 TELCO WY		
01/09/2023 10:22	2301090028		FLP	15 TELCO WY		
01/11/2023 19:18	2301110046		VEH STOP	STERLING/MATTHEWS		
01/11/2023 20:08	2301110048		VEH STOP	BUTTE/MAIN ST		
01/11/2023 21:10	2301110050		OWAS	511 MAIN ST		
01/12/2023 17:42	2301120063		TRAF	CALLAHAN ST/PLEASURE PARK		
01/13/2023 01:48	2301130007		PTFT	133 CHARLES ST		
01/13/2023 07:40	2301130011		DP	124 COLLIER WAY		
01/13/2023 11:03	2301130036		ASST	35 MAIN ST		
01/15/2023 12:39	2301150016		CIV	133 CHARLES ST		
01/16/2023 11:11	2301160010		ANIMAL	00 CLEVELAND ST		
01/17/2023 08:20	2301170008		FLP	835 VERNON ST		
01/17/2023 13:02	2301170014		M	226 COLLEGE AVE		
01/19/2023 08:37	2301190015		ASST	530 MAIN ST		
01/19/2023 09:52	2301190020		SCHOOL	400 HOWELL AVE		
01/19/2023 12:20	2301190029		WI	341 COLLIER WAY		
01/20/2023 18:30	2301200056		DP	210 DIGGLES ST		
01/20/2023 20:16	2301200058		MP	00 MAIN ST		
01/20/2023 21:39	2301200065		DP	208 DIGGLES ST		
01/21/2023 00:19	2301210002		GTFT	166 CALLAHAN ST		
01/21/2023 14:43	2301210024		ANIMAL	17 SCOTT ST		
01/22/2023 22:58	2301220034		AB	961 CLEVELAND ST		
01/25/2023 15:09	2301250033		OWAV	00 INDUSTRIAL PKWY		

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
01/26/2023 21:25	2301260059	4230003	DV	161 CALLAHAN ST		
01/27/2023 10:48	2301270019		FLP	156 CALLAHAN ST		
01/29/2023 22:48	2301290050		M	857 HIGHLAND ST		
01/31/2023 09:25	2301310018		M	220 COLLIER WAY		
01/31/2023 09:30	2301310019		NCRM	412 MAIN ST		
02/04/2023 19:41	2302040027		M	857 HIGHLAND ST		
02/05/2023 12:22	2302050025	4230005	ATC	857 BRYAN ST		
02/05/2023 13:54	2302050031		ANIMAL	124 COLLIER WAY		
02/05/2023 18:46	2302050045	4230006	VNDL	541 OAK ST		
02/08/2023 13:43	2302080042	4230007	CHAB	835 HIGHLAND ST		
02/10/2023 17:53	2302100044		FIRE	900 CALLAHAN WAY		
02/10/2023 23:13	2302100055	4230008	TC	HWY3/SCOTT RIVER RD		
02/13/2023 11:20	2302130024		FLP	940 CLEVELAND ST		
02/16/2023 08:20	2302160013		PTFT	813 HIGHLAND ST		
02/16/2023 18:09	2302160057		WI	25 DOUGLAS ST		
02/17/2023 09:48	2302170023		TRSP	813 HIGHLAND ST		
02/20/2023 08:00	2302200007		M	857 HIGHLAND ST		
02/20/2023 16:24	2302200035		VEH STOP	15 TELCO WY		
02/20/2023 17:01	2302200039		M	626 WAGNER WAY		
02/20/2023 19:01	2302200046		TRSP	835 HIGHLAND ST		
02/20/2023 23:44	2302200053		DP	857 HIGHLAND ST		

TOTAL CALLS: 50



SISKIYOU COUNTY SHERIFF'S OFFICE

305 BUTTE ST
YREKA, CA 96097
(530) 841-2900

CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 01/01/2023 to 02/21/2023,
Primary Unit = ETNA%,
Response Area = 5B

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
01/11/2023 17:44	2301110042		VEH STOP	N KIDDER CREEK RD/N 3		
01/20/2023 22:17	2301200066		VEH STOP	N HWY 3/KELLEMS LN		

TOTAL CALLS: 2



SISKIYOU COUNTY SHERIFF'S OFFICE

305 BUTTE ST
YREKA, CA 96097
(530) 841-2900

CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 01/01/2023 to 02/21/2023,
Primary Unit = ETNA%,
Response Area = 1

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
01/04/2023 12:51	2301040023		FLP	12079 MAIN ST		
01/09/2023 10:36	2301090031		FLP	10409 LOOKOUT RD		
01/13/2023 20:47	2301130080		VEH STOP	HWY3 /PATTERSON CREEK		
01/14/2023 22:51	2301140060		M	516 N HWY 3		
01/21/2023 18:29	2301210038		VEH STOP	N HWY 3/HOLZHAUSER LN		
01/21/2023 20:44	2301210043	4230002	M	4936 ISLAND RD		
02/02/2023 13:54	2302020024		WI	N HWY 3/MCADAMS CREEK RD		

TOTAL CALLS: 7



SISKIYOU COUNTY SHERIFF'S OFFICE

305 BUTTE ST
YREKA, CA 96097
(530) 841-2900

CFS EVENT LIST REPORT

CFS EVENT LIST SEARCH

Agency = %,
CFS Report Date = 01/01/2023 to 02/21/2023,
Primary Unit = ETNA%,
Response Area = 5

CFS EVENT LIST SEARCH RESULTS

TIME CREATED	EVENT NUMBER	CASE NUMBER	CALL TYPE	LOCATION	APT	FINAL TYPE
01/09/2023 13:29	2301090038		FLP	5104 FRENCH CREEK RD		
01/26/2023 17:07	2301260051		TRAF	20 ISLAND RD		
02/01/2023 14:33	2302010027		NCRM	8112 S HWY 3		
02/15/2023 11:44	2302150023		ASST	9926 S HWY 3		
02/15/2023 12:14	2302150025		VEH STOP	0 N HWY 3		
02/17/2023 12:23	2302170033		FLP	9931 S HWY 3		
02/20/2023 10:52	2302200015		FLP	413 CALLAHAN ST		

TOTAL CALLS: 7

Ambulances and Ambulance Buildings 02/2023

M56

Passenger door lock sounds like it is going out or shorting.

Intermittent tool wrench code with associated loss of power. Resets when shut off and back on.

Code was checked, EGR valve. Jed fixed replaced it. Still does it occasionally.

Intermittent clunk from underneath when switching from reverse to forward/vice versa.

At next oil change, it is due to go to American Diesel for its "annual" checkup and I will have these checked.

Tires/Will need new tires when we change out of the studded snow tires.

Batteries/ 2016

Brakes/unknown when changed last, still good right now

M54 (4x4)

When cold, transmission hesitates and hard shifts. When warmed up, runs fine. American Diesel has looked at it and recommended that unless we want to spend the money to tear it apart to see if it is a seal or a gasket, it would be fine to drive as is. Dan Burbank and Brandon Buell both agreed.

Tires/New 2021

Batteries/unk – bracket covering dates (no issues)

Brakes/changed 2021, still good right now

M55

Currently the spare. No issues when parked.

Tires/ New 2022

Batteries/New 2021

Brakes/unknown when changed last, still good right now

Ambulance garage

-Garage leaks. A lot. Water also seeps in on the foundation.

-No heat. Space heaters are run during winter months. Seems to work. I changed the space heaters to ones with thermostat control.

-Garage door openers. Clickers don't work well anymore. Bought new ones, same. One of our volunteers with the same exact motor said a technician told him that the motherboards can wear out. The hard-wired openers inside the door still work fine.

-Bay 1 is bent up. Received quote to have bottom 2 sections and metal replaced. \$1600

-Only 2 bays. One ambulance sits out in the weather.

Building/Office

Oven quit working. Possibly just the ignition switch. Will need to have someone check it or get a new oven.

Siding is peeling. Was last painted 2 years ago.

Roof leaked during the intense rains. On the list with Dan to "roll" the roof summer 2023.

Waiting on IT to see if the Toughbooks that the PD has extra of will work for the ambulances. The Dell laptops we currently use are more office type and not very durable.

Grants:

Samantha Hess has submitted 2 grants through AFG; one for the FD for extrication equipment and one for the ambulance for new power gurneys and a cardiac monitor. She has started working on the SAFER grant that opened 02/13.

Ambulances:

The new EMS Logik Narcotic Lock Boxes have been installed (thanks Dan) and operational. These are DEA compliant with a tracking feature and notification when a box is opened.

SSV Regional EMS Authority

The required annual EMSQIP (EMS Quality Improvement Plan) report has been submitted and available for review.

January numbers

31 calls total, only 18 were billable. Here's the breakdown:

Areas: Etna: 6 Fort Jones: 4 Scott Valley: 20 rendezvous to M11: 1

Level: ALS: 11 BLS: 6 CXL: 8 AMA ALS Assessment: 1 AMA not billable: 2 MSAS rendezvous: 1 Missed calls: 2

We had 12 days without calls.

While it seemed slow, other than last year, 31 calls is still the average.

Misc

Attended an online class about EMS Economics and Operations. Interesting data has been obtained:

- *Medicare reimbursements are 50% of what a call costs to an agency, Medical is 25%

- *Medicare is shifting to having the patients pay out of pocket more

- *A major insurance company is forcing "in network" providers out so that patients have to go "out of network" to pay more

2019-2022 has shown a decrease of 13% of applicants into EMS



39 out of 50 states do not recognize EMS as an essential service

MakeEMSessential.com

I hear all of the agencies (CAA, AAA, NAEMT, ICMA, CPSM) continuing to encourage participation in advocacy and involving our communities to obtain knowledge on what EMS does.

I am continuing to pursue a partnership with EHS and the Adult school for classes and maintain a roster of personnel that can staff a unit for fire assignments in order to bring in additional funding.

UPCOMING EVENTS:

Planning ongoing for the Scott Valley MCI Training Drill May 7.

First on the Scene class is being advertised on social media and flyers being put up. This will be held during EMS Week, May 23 from 5-9pm at the EMS station.

Notice of Public Hearing for Discussion of Possible State CDBG Application

NOTICE IS HEREBY GIVEN that the **City of Etna** will conduct a public hearing on February 27, 2023 at 6:30 pm, at Etna City Hall 442 Main St., Etna, CA in order to discuss possible applications for funding under this fiscal year's (July 1 to June 30) State Community Development Block Grant (CDBG) Program and to solicit public input on possible program income, competitive and over the counter activities to be included in the application.

The Community Development and Economic Development allocations of the State CDBG program will be published in a combined "Notice of Funding Availability" (NOFA) each program year. Eligible cities and counties may submit Community Development and Housing applications for CDBG funds under the 2022 NOFA for a maximum per application request of \$1,500,000.00 It is estimated that the funding of the State 2022 CDBG program allocation is approximately \$30,000,000.

The Economic Development "Over-the-Counter" (OTC) allocation has a limit of 30% of the annual allocation, less state operating funds. The NOFA also includes the Native American and Colonia allocations. The Native American allocation is only for areas with high concentrations of low-income Native American residents, who are not part of a federally recognized Native American Indian tribe or Rancheria. The Colonia funding is only for designated communities within 150 miles of the Mexican American border.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATIONS IN THE 2022 NOFA CONSIST OF: HOMEOWNERSHIP ASSISTANCE AND HOUSING REHABILITATION PROGRAMS; PROGRAM INCOME ONLY FOR PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS (INCLUDING PUBLIC IMPROVEMENTS IN SUPPORT OF NEW HOUSING CONSTRUCTION); PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES PAID FOR WITH STATE CDBG FUNDS MUST MEET ONE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW –MODERATE INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED (WITH PRIOR DEPARTMENT APPROVAL).

The City of Etna anticipates submitting an application under the NOFA published during this program year to expend existing Program Income Funds. The City of Etna has or anticipates receiving approximately \$_____ in CDBG Program Income that may be included in the application.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the **City of Etna** should apply for under the State CDBG program.

If you require special accommodations to participate in the public hearing, please contact Pam Eastlick at (530) 467-5256.

If you are unable to attend the public hearing, you may direct written comments to the **City of Etna**, at P.O. Box 460, Etna, CA 96027, or you may telephone Pam Eastlick at (530) 467-5256. In addition, information is available for review at Etna City Hall 442 Main St., Etna, CA 96027 between the hours of 8:00 am to 4:00 pm on Monday through Friday.

The City of Etna promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual orientation, marital status, or handicap.



City of Etna

Agenda Request

Date of Meeting: 2.27.23

Spokesperson(s): Adam Cox

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: Approve Subrecipient Agreement

Please provide a description of the request and attach supporting documentation:

Approve subrecipient agreement between the City of Etna and Great Northern Services to apply for Program Income Funds from the State of California. Subrecipient will be responsible for writing the CDBG grant application to encumber Etna's Program Income (PI) as of 12/31/2022.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.

SUBRECIPIENT AGREEMENT

**BETWEEN THE CITY OF ETNA
AND
GREAT NORTHERN SERVICES**

THIS AGREEMENT, entered into on the execution date by and between the City of Etna (herein called the "Grantee") and Great Northern Services (herein called the "Subrecipient").

WHEREAS, the Grantee has Program Income funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for writing the CDBG grant application to encumber Etna's Program Income (PI) as of 12/31/2022. The Subrecipient also will be responsible for assisting Grantee with General Administrative duties and performing Activity Delivery upon award of the CDBG grant in a manner satisfactory to the Grantee and the State and consistent with any standards required as a condition of providing these funds upon HCD's award of the Standard Agreement. Such responsibilities will include the following activities eligible under the Community Development Block Grant program:

General Administration

The Subrecipient will perform administrative duties required by the State CDBG Program in support of the Standard Agreement, including, but not limited:

- Assist in preparing grant reports and documents required by the State.
- Assist in preparing Closeout Documents.
- Attend City Public Hearings and Council Meetings as needed.
- Attend HCD trainings and meetings necessary to properly administer funds.
- Perform other general administration duties to effectively manage the program.
- Perform other activity-specific eligible tasks.
- Provide technical assistance to Etna for administering PI funds including assistance with record keeping, and HCD required reporting.
- Develop a CDBG PI grant application through eCivis platform for Grantee to review and submit. (Funding will be provided through Standard

Activity Delivery

Activities include but are not limited to ensuring the procurement process, labor standards including Federal and State wage determinations, project inspection and oversight and other activity specific, eligible tasks follow state and federal guidelines.

- Assist in the procurement of a Contractor in good standing with the State of California that meets 2CFR200, CDBG, HCD and HUD guidelines.
- Assist with bid walk-through and preconstruction meetings.
- Coordinate with Construction Contractor to adhere to CDBG Federal requirements, i.e., Certified Payroll and Prevailing Wages, Equal Opportunity Employment, Section 3, Non-Discrimination, and Mitigation of Environmental Issues. Monitor weekly construction Payroll Records and interview employees for accurate payroll and fringe benefits.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. This activity will meet the objective of benefiting low- and moderate-income persons through Low-Mod Area as over 51% of the residents of Etna meet the requirement of having income that is at or below 80% of the area median income.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

- Prepare and complete in eCivis the grant application in a reasonable amount of time for the Grantee to review and submit to encumber program income funds.
- Activity Delivery Services to ensure that the public works project with the assistance of the City Engineer are procured and installed per CDBG, HCD and HUD guidelines.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective for the given program. For the Housing Rehabilitation the household must be qualified as low- and moderate-income persons. The low- and moderate income person is a person whose owner's income does not exceed 80% of the county median household income.

Changes to the program scope of services, schedule or budget contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and Grantee, with Department notification. If the budget amendment requires a formal grant amendment with the Department, then the Grantee will seek Department approval of the change before amending this Agreement.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall commence on February 15, 2023, for writing the Etna 2023 Program Income Grant Application in response to the 2022 CDBG NOFA and to expend Etna's Program Income as of 12/31/2021. Implementing the Etna 2023 Program Income project will commence upon HCD's award date of the Standard Agreement and will end at the completion of the Standard Agreement, unless terminated in accordance with the provision of Part VI. General Conditions (H) of this agreement or as otherwise provided herein.

III. BUDGET

Subrecipient will receive a direct reimbursable rate per hour for services associated within the Scope of Services which includes direct expenses of salaries, supplies, mileage, benefits, taxes, etc. and direct cost pooled expenses. Budget is based on an estimated reimbursable rate of \$75.00 per hour. In addition, Subrecipient will charge the standard IRS mileage rate for all travel associated with the Etna 2023 Program Income project and direct reimbursement for materials and supplies.

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient share of administrative costs and shall submit such plan to Etna for approval, in a form specified by the Etna.

General Administration: GNS Writing Grant Pre-Award Costs**	\$6,000.00
General Administration: GNS (Program Income)	\$5,000.00
General Administration: Etna GA/Portfolio Management (Program Income)	\$15,000.00
Activity Delivery: GNS Support Activity (Program Income)	\$20,000.00
Activity (Payments made by Grantee to Contractors directly for construction services)	\$360,000.00
Total Budget for 3 years**	\$400,000.00

**Paid through Standard Agreement 20-CDBG-CV2/3-00106 with City of Mt. Shasta. Not included in total.

GNS will invoice for the actual work performed at our cost (i.e. salaries, benefits, travel, direct pooled costs) which will not exceed the total budget.

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(1) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form

and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$25,000.00 which includes General Administration of the standard agreement, Activity Delivery for public works projects and Activity Delivery for Portfolio Management as described in the Scope of Services. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

City of Etna
Pam Eastlick, City Clerk
442 Main St, Etna
Etna, CA 96027

Subrecipient

Great Northern Services
Brandy Caporaso,
Community Development Manager
310 Boles Street
Weed, CA 96094

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract including 2 CFR Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards". The Subrecipient further agrees to

utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.310 and 200.326, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Department and the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as

part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Debarment & Suspension

Subrecipient shall be eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Subrecipient shall furnish proof of being eligible to receive federal funding which will become an attachment to this Agreement.

In addition, the Subrecipient must comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

J. Drug Free Work Place

Subrecipients shall comply with the Drug-Free Workplace Act of 1988 and shall submit their policy so it becomes an attachment to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 Subpart E and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart E; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain copies of all the CDBG activity related financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years after expiration of this Agreement. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement. The retention period includes finalization of the submission of the Grantee's annual performance and evaluation report to the Department in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act of 1974 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has engaged in any activities making use of CDBG funds, including program income. Subrecipient must transfer all CDBG Program-related records to the Grantee with 30 days after termination of this Agreement.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition,

the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. 2 CFR 200

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-200.327.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause

or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for

construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the

metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
 - b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d) Selection Process: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
3. Hatch Act
- The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
- The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:
- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or

elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) **Lobbying Certification**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of:

Date: _____

City of Etna

Great Northern Services

Adam Cox
City Administrator

Marie-Josée Wells,
Executive Director



City of Etna

Agenda Request

Date of Meeting: 2/27/23

Spokesperson(s): City Council

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: 2nd Reading and Adoption of Ordinance 225

Please provide a description of the request and attach supporting documentation:

Adopt Ordinance 225, An Ordinance of the City Council of the City of Etna Adding Chapter 15.14, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Etna Municipal Code.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



CITY OF ETNA
STAFF REPORT TO CITY COUNCIL
February 27, 2023

ELECTRIC VEHICLE CHARGING STATIONS - SECOND READING OF ORDINANCE 225

- PROJECT SUMMARY:** The project is a second reading of Ordinance 225 adding Chapter 15.14, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Etna Municipal Code to create an expedited, streamlined permitting process for electric vehicle charging stations (EVCS).
- RECOMMENDATION:** Adopt draft Ordinance 225
- ATTACHMENTS:** A. Draft Ordinance 225, An Ordinance of the City Council of the City of Etna Adding Chapter 15.14, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Etna Municipal Code

OVERVIEW

During the City Council's regularly scheduled meeting on December 12, 2022, the Council discussed the proposed adoption of Ordinance 225 to add Chapter 15.14, Electric Vehicle Charging Stations, to the Etna Municipal Code. Ordinance 225 was subsequently introduced for adoption upon a motion by Council Member Gilmore and a second by Council Member Deppen, with the Council voting unanimously to approve a first reading of Ordinance 225 by title only. With the introduction of Ordinance 225 now complete, the ordinance requires a second reading for adoption (see **Attachment A**). Once passed, Ordinance 225 becomes effective 30 days later.

At the December 12th City Council meeting, the future adoption of an electric vehicle charging stations (EVCS) checklist pursuant to AB 1236 and Ordinance 225 was discussed, and a draft EVCS checklist was included as an attachment to the December 12th staff report. Because the City contracts with the County for building services, staff has continued to coordinate with the County to either get the building department to authorize use of the City's draft EVCS checklist or to get the County to prepare and adopt its own EVCS checklist, which could then also be adopted by the City. At present, the County is developing its AB 1236 and AB 970 ordinance and other compliance materials. Once the final checklist has been determined, staff will bring the checklist back to the City Council for adoption in accordance with Ordinance 225 and state law.

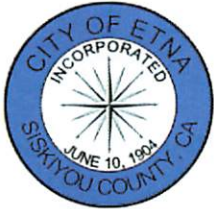
ENVIRONMENTAL RECOMMENDATION

As discussed in the December 12th staff report and at the City Council meeting, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). A finding to this effect was made by the City Council on December 12, 2022, prior to the introduction of Ordinance 225.

SUGGESTED MOTION

I move that we adopt Ordinance 225, An Ordinance of the City Council of the City of Etna Adding Chapter 15.14, Electric Vehicle Charging Stations, to Title 15, Buildings and Construction, of the Etna Municipal Code.

ATTACHMENT A
DRAFT ORDINANCE 225



City of Etna

ORDINANCE 225

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ETNA ADDING CHAPTER 15.14, ELECTRIC VEHICLE CHARGING STATIONS, TO THE ETNA MUNICIPAL CODE

WHEREAS, California Government Code Section 65850.7 requires that every city and county adopt an ordinance establishing an expedited, streamlined permitting process for electric vehicle charging stations; and

WHEREAS, the City Council recognizes the importance of the creation of an expedited, streamlined, and cost-effective permitting process for electric vehicle charging stations; and

WHEREAS, the City Council desires to facilitate convenient charging of electric vehicles and help reduce the community's reliance on fossil fuels.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Etna does ordain as follows:

SECTION I: Chapter 15.14, Electric Vehicle Charging Stations, is hereby added to Title 15, Buildings and Construction, of the City of Etna Municipal Code to read as follows:

Chapter 15.14 – ELECTRIC VEHICLE CHARGING STATIONS

Sections

15.14.010	Definitions.
15.14.020	Purpose.
15.14.030	Applicability.
15.14.040	Electric vehicle charging station requirements.
15.14.050	Duties of the building official.
15.14.060	Permit review requirements.
15.14.070	Permit application timelines.

15.14.010 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with article 625 of the California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in vehicle.

“Electronic submittal” means the utilization of one or more of either electronic mail, the internet, or facsimile.

“Specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Feasible methods to satisfactorily mitigate or avoid the specific adverse impact include, but are not limited to, any cost-effective methods, conditions, or mitigations imposed by the city on other similarly situated applications in a prior successful application for a similar permit.

15.14.020 Purpose.

The purpose of this chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

15.14.030 Applicability.

This chapter applies to the permitting of all electric vehicle charging stations in the city. Electric vehicle charging stations legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.14.040 Electric vehicle charging station requirements.

- A. All electric vehicle charging stations shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.
- B. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
- C. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

15.14.050 Duties of the building official.

- A. All documents required for submission of an electric vehicle charging station application shall be made publicly available on the city's website.
- B. By resolution, the city council shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review.
- C. The electric vehicle charging station permit process and checklist shall substantially conform to recommendations contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist contained in the Zero-Emission Vehicles in California: Community Readiness Guidebook adopted by the Governor's Office of Planning and Research.
- D. The building official shall allow the electronic submittal of the electric vehicle charging station application.

15.14.060 Permit review requirements.

- A. Review of the permit application shall be limited to the chief building official's review of whether the application meets local, state, and federal health and safety requirements. The application shall be administratively reviewed by the building official as a nondiscretionary permit.
- B. The city shall not condition approval of an application on the approval of an association, as that term is defined by Civil Code Section 4080.

- C. An application for an electric vehicle charging station shall be deemed complete and the permit available for issuance, when the building official determines that the application satisfies all the requirements found in the checklist.
- D. If an application is deemed incomplete, a written plan check correction notice will be available to the applicant within ten (10) working days, detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be given to the applicant for resubmission.
- E. The building official, in consultation with the city clerk, may require an applicant to apply for a conditional use permit if the building official finds, based on substantial evidence, that the electric vehicle charging station could have a specific adverse impact upon the public health and safety. The building official's decision to require a conditional use permit may be appealed by the applicant to the city council pursuant to Section 17.32.020 (Appeals from administrative action).
- F. If a conditional use permit is required, the application for the conditional use permit may be denied if the city council makes written findings, based upon substantial evidence in the record, that the proposed installation would have a specific adverse impact upon the public health or safety and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Such findings shall include the basis for the rejection of potential feasible alternatives for preventing the specific adverse impact. The decision of the city council shall be final unless an appeal is filed with superior court of the County of Siskiyou within thirty (30) days after the decision of the city council.

15.14.070 Permit application timelines.

- A. An application for twenty-five (25) or fewer electric vehicle charging stations at a single site shall be deemed complete if after five (5) business days the building official has not found the application to be complete or issued a written deficiency notice containing the following information:
 - 1. Details regarding the changes needed to make the application consistent with the city's electric vehicle charging station permit checklist; and
 - 2. Identification of specific information necessary for the building official to conduct a limited review of whether the project meets all health and safety requirements.
- B. An application for more than twenty-five (25) electric vehicle charging stations at a single site shall be deemed complete if after ten (10) business days the city has not found the application to be complete or issued a written deficiency notice containing the information required pursuant to subsections (A)(1) and (A)(2) of this section.
- C. If not already approved or denied pursuant to the requirements of Section 15.14.060 (Permit review requirements), an application for twenty-five (25) or fewer electric vehicle charging stations at a single site shall be deemed approved twenty (20) business days after it was deemed complete, provided:
 - 1. The city has not made a finding, based on substantial evidence, that the electric vehicle charging station(s) could have a specific adverse impact upon the public health or safety;
 - 2. The city has not required the applicant to apply for a use permit as specified in subsection E of Section 15.14.060 (Permit review requirements); and
 - 3. An appeal has not been made to the city council pursuant to Section 17.32.020 (Appeals from administrative action).
- D. If not already approved or denied pursuant to the requirements of Section 15.14.060 (Permit review requirements), an application for more than twenty-five (25) electric vehicle charging stations at a single site shall be deemed approved forty (40) business days after it was deemed complete if:
 - 1. The city has not made a finding, based on substantial evidence, that the electric vehicle charging station(s) could have a specific adverse impact upon the public health or safety;

2. The city has not required the applicant to apply for a use permit as specified in subsection E of Section 15.14.060 (Permit review requirements); and
3. An appeal has not been made to the city council pursuant to Section 17.32.020 (Appeals from administrative action).

SECTION II: FINDINGS: Because there is not substantial evidence, in light of the whole record before the City, that this ordinance would have a significant impact on the environment, the City Council has determined that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION III: CONSTITUTIONALITY: If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase of this ordinance irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

SECTION IV: This ordinance shall become effective thirty (30) days after its passage, and within fifteen (15) days after its adoption it shall be posted in three public places in the City of Etna in accordance with Government Code Section 36933.

PASSED AND ADOPTED this ____ day of _____ 2023, at a regular meeting of the City of Etna City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cliff Munson, Mayor

ATTEST:

Pamela Eastlick, City Clerk



City of Etna

Agenda Request

Date of Meeting: 2/27/23

Spokesperson(s): Mayor Munson

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request:

Please provide a description of the request and attach supporting documentation:
Swear in new employee Missy Martin

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

OATH OF OFFICE

"I, (state name), do solemnly swear that I will support and defend the Constitution of the United States against all enemies, foreign and domestic;

That I will bear true faith and allegiance to the same;

That I take this obligation freely, without any mental reservation or purpose of evasion;

And that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God."



City of Etna

Agenda Request

Date of Meeting: 2/27/23

Spokesperson(s): City Council

Is this for Discussion ☐ or are you requesting an Action ☐

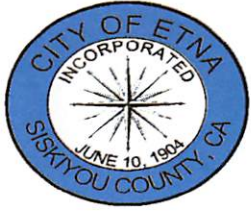
Subject/Request: Commissioner Assignments

Please provide a description of the request and attach supporting documentation:
Review and update commissioner assignments

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$ _____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



2022-2023

	Seat 1	Seat 2	Seat 3	Seat 4	Seat 5
	Brandon Fawaz	Jason Deppen	Cliff Munson	Charnna Gilmore	John Stacher
	2022-2026	2022-2026	2020 - 2024	2020 - 2024	2022-2026
	Council Member	Council Member	Mayor	Mayor Pro-tem	Council Member
City Administration			X		
CDBG				X	
Finance / Budget					
Risk Management	X				
IT / Media				X	
Police	X				
Fire			X		
Ambulance				X	
Pool	X				
Parks & Rec					
Open Space					
Businesses				X	
Siskiyou Transportation Commission		X			
Public Works (Water, Sewer, Roads, Buildings)		X			
LAFCO			X		
CIIC					
Community Meetings				X	



City of Etna

Agenda Request

Date of Meeting: 2/27/23

Spokesperson(s): Adam Cox/Russ Elliout

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: Broadband

Please provide a description of the request and attach supporting documentation:
Siskiyou Telephone Broadband

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 2.27.23

Spokesperson(s): Adam Cox

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: Friends of the Etna Library

Please provide a description of the request and attach supporting documentation:
Discussion with Friends of the Etna Library.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 2.27.23

Spokesperson(s): Adam Cox

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: Etna Museum Electrical

Please provide a description of the request and attach supporting documentation:
Update on Etna Museum electrical project.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 2.27.23

Spokesperson(s): Adam Cox

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: City of Etna LOLA Dinner

Please provide a description of the request and attach supporting documentation:

Approve date in July to host LOLA Dinner at the Etna park. Available July Saturday dates:

7/1
7/8
7/15
7/22
7/29

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 2-27-2023

Spokesperson(s): Alan Kramer

Is this for Discussion ☐ or are you requesting an Action ☒

Subject/Request: Approve 2 new firefighter applicants

Please provide a description of the request and attach supporting documentation:
Approve Caleb Agron and Jasen Scroggins as new firefighters.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.

Applications for Membership
ETNA VOLUNTEER FIRE DEPARTMENT

Date: 1/25/23

Name: Caleb Agion

Date of Birth: 7/27/1995

Street Address: 4321 Red Cedar Ct

Mailing Address: _____

City: Etna

State: CA

Zip Code: 96027

Home/Cell Phone: [REDACTED]

Work Phone: _____

SSI# [REDACTED]

Employer: Bluebird Inn, Etna

Employment Address: 836 Sawyers Blvd

Height: 5ft 10 in

Weight: 175 lb

Driver's License # [REDACTED] Class: C

Endorsement(s): _____

Describe your general health:

Good

Average

Fair

Have you ever had any back problems?

Yes

No

If yes, describe: _____

Marital Status:

Single engaged Married

Seperated

Widowed

Spouses Name: Alexandra Tadros (fiance)

Number of children: 0

Name(s) of Children: _____

In case of Emergency, notify:

Name: Alexandra Tadros

Phone: [REDACTED]

Name: Rachel Agion (sister)

Phone: [REDACTED]

Military Branch: N/A

List any Firefighting experience you have: None



Applications for Membership
ETNA VOLUNTEER FIRE DEPARTMENT

Date: 2-11-23

Name: Jay Sen Schappins

Date of Birth: 12-6-2003

Street Address: 124 S Hwy 3

Mailing Address: _____

City: Etna

State: Ca

Zip Code: 96027

Home/Cell Phone: [REDACTED]

Work Phone: _____

SSI# [REDACTED]

Employer: Klaus & Sons Ranch

Employment Address: _____

Height: 6'00

Weight: 250

Driver's License [REDACTED]

Class: C

Endorsement(s): NA

Describe your general health:

Good

Average

Fair

Have you ever had any back problems?

Yes

No

If yes, describe: intermittent Spinal Bifida

Marital Status:

Single

Married

Seperated

Widowed

Spouses Name: Madison Emelick

Number of children: 0

Name(s) of Children: _____

In case of Emergency, notify:

Name: Randi Schappins

Phone: [REDACTED]

Name: Madison Emelick

Phone: [REDACTED]

Military Branch: _____

List any Firefighting experience you have: Scott Valley Fire, Title 22,

1st. & Public Safety first Aid, have taken

Some ~~other~~ wildland fire Training certifications





City of Etna

Agenda Request

Date of Meeting: 2/27/23

Spokesperson(s): Adam Cox

Is this for Discussion ☐ or are you requesting an Action ☐

Subject/Request: Automatic Aid Agreement

Please provide a description of the request and attach supporting documentation:

Approve Automatic Aid Agreement between Scott Valley Fire Protection District, The Town of Fort Jones, and the City of Etna.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.

**AUTOMATIC AID AGREEMENT
BETWEEN SCOTT VALLEY FIRE PROTECTION DISTRICT,
THE TOWN OF FORT JONES AND THE CITY OF ETNA**

This agreement made and entered into this ____ day of _____ 2023 by and between the Town of Fort Jones hereinafter referred to as Fort Jones, City of Etna hereinafter referred to as Etna and the Scott Valley Fire Protection District hereinafter referred to as the District.

WITNESS:

Whereas, Fort Jones, Etna and the District desire to enter into a first response automatic aid agreement and **whereas**, such agreements are authorized by law.

Now, therefore it is agreed as follows.

1. Fort Jones, Etna and the District shall use its best efforts to provide all labor, tools and materials necessary to provide fire protection, rescue and traffic collision services for each other's area of response. Nothing herein shall be construed to require each party here to provide services for the other at any time when there are insufficient personnel or equipment available to respond or in the event such personnel and equipment is necessary for the proper protection of life and property within the respective entity. Provided further that Fort Jones, Etna and the District will automatically respond appropriate resources to all fires, rescues and traffic collisions within the respective response areas unless prevented from doing so by another emergency.
2. This agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have a right of action hereunder for any cause whatsoever.
3. Pursuant to Government Code Section 50926, any injury, disability or death incurred by a firefighter while carrying out the provisions of this agreement shall be deemed to have arisen out of and been sustained in the course of employment for purposes of Workers' Compensation and all other benefits. The employer for such firefighter is deemed to be the respective employing agency. All agencies shall maintain at all times while this contract is in effect Workers' Compensation Insurance for its employees in accordance with the labor code of the state of California.
4. All the privileges and immunities for liability, exemptions from laws and rules and all disability, Workers Compensation and all other benefits granted the employees or firefighters of each department while performing their functions within the territorial limits of the other's department shall extend and apply to such fire protection services within each other's territorial limits.
5. This agreement shall become effective _____ and shall remain in effect until any party desiring to terminate the agreement gives 30 days written notice to the others of such intent to terminate.

In witness whereof, the parties hereto have executed this agreement the date first above written.

TOWN OF FORT JONES

By _____
Mayor

By _____
Fire Chief

ATTEST:

By _____
City Clerk

CITY OF ETNA

By _____
Mayor

By _____
Fire Chief

ATTEST:

By _____
City Clerk

SCOTT VALLEY FIRE PROTECTION DISTRICT

By _____
Chairman of the Board

By _____
Fire Chief

ATTEST:

By _____
Secretary



City of Etna

Agenda Request

Date of Meeting: 2-27-2023

Spokesperson(s): Alan Kramer

Is this for Discussion ☐ or are you requesting an Action ☒

Subject/Request: Discuss firefighter support stipends

Please provide a description of the request and attach supporting documentation:

I am proposing a pay per call stipend of \$15.50 per call for each responding firefighter to be paid quarterly. This amount is based on current California minimum wage. I would also suggest that it would be appropriate to index this stipend to future minimum wage increases. Although this is a stipend intended to support the incurred personal expenses of response I believe that minimum wage figures in California represent a reasonable approximation of inflation.

Additionally I am proposing that the current "Meeting Stipend" be raised from \$8.00 to \$15.50 also based on and indexed to minimum wage. As is current practice eligibility for this stipend would require a firefighter to attend a minimum of 12 meeting/trainings and would be paid on up to 24 meetings/trainings. In recognition of current efforts to work more closely with our neighboring departments, at the discretion of the chief, credit may be given for joint trainings with Fotr jones or Scott Valley fire departments.

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$_____

Please describe:

NOTE: Agenda requests must be received no less than four working days before the date of meeting. Return this form and supporting documentation to address below.



City of Etna

Agenda Request

Date of Meeting: 2.27.23

Spokesperson(s): Adam Cox

Is this for Discussion ☒ or are you requesting an Action ☐

Subject/Request: Update on COVID Premium Pay

Please provide a description of the request and attach supporting documentation:

Update:

City owed payroll tax liabilities paid

W2C (2021 Corrected) issued to employees with letter from City

Corrected/amended federal and quarterly payroll taxes

Employee prior year earnings (2021) updated and closed

941X Employer Quarterly Federal Tax Adjustment Filing submitted

State Quarterly Contribution and Wage Adjustment (DE9ADJ) submitted and settled

Will there be a financial impact to the City? ☐ Yes ☐ No If Yes, \$ _____

Please describe:

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