



City of Etna

AGENDA FOR THE REGULAR MEETING OF THE ETNA CITY COUNCIL

DATE OF THE MEETING: June 24, 2024

TIME OF THE MEETING: Closed Session 5:30 to 6:30, Open Session 6:30 pm

PLACE OF THE MEETING: 442 Main Street Etna, CA, and TELECONFERENCE (Zoom)

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. CLOSED SESSION – 5:30 pm to 6:30 pm
 - a. Pursuant to Government §54956.9(d)(1) Conference with Legal Counsel – Existing Litigation
 1. Federal Home Loan Mortgage vs. City of Etna
 - b. Pursuant to Government Code §54957(b) Personnel Matters – Public Employee Performance Evaluation:
 1. City Clerk
 2. Public Works Director
 3. Police Chief
 4. Ambulance Director
 5. Fire Chief
 6. Pool Manager
4. CONSENT CALENDAR
 - a. Minutes of the Regular Meeting June 10, 2024
 - b. Fiscal Year 24/25 Siskiyou Local Transportation Commission (LTC) Claim
 - c. Resolution 2024-007 – A Resolution of the City Council of the City of Etna Adding a List of Projects for Fiscal Year 2024-25 Funded by SB1: The Road Repair and Accountability Act of 2017
 - d. Resolution 2024-008 – Approve Application for Funding State CDBG Program
5. DEPARTMENT REPORTS

*Pool *Police *Public Works *Fire *Ambulance *Clerk *Mayor *City Manager
*City Council/Committee
6. CURRENT BUSINESS
 - a. Discuss/Approve Partial Pay Estimate #2 for Whitehawk Construction for Work Performed on the 2024 Water System Improvements Project in the Amount of \$499,706.04
 - b. Discuss/Approve Amendment to the City of Etna's Water Conservation & Outreach Plan
 - c. Discuss/Approve Pool User Fees
 - d. Discuss/Approve 23/24 Budget Amendment to Transfer Traffic Safety Money to the General Fund Streets and Approve Purchase of \$25,000 of Street Material
 - e. Discuss/Approve 2024/2025 Budget
7. CITY COUNCIL STATEMENTS AND REQUESTS

8. ADJOURNMENT

Zoom Teleconference Information:

Phone: 1-669-444-9171 US Meeting ID: 864 2716 2535

<https://us06web.zoom.us/j/86427162535>

The City of Etna does not discriminate based on disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings are available. If any accommodations are needed, please contact Pamela Eastlick at 530-467-5256 p.eastlick@etnaca.com. Requests should be made as soon as possible but recommended between three days to one week prior to the scheduled meeting.



**MINUTES
REGULAR MEETING OF THE ETNA CITY COUNCIL
Monday June 10, 2024**

Members of the Etna City Council met on this 10th day of June in person and via TELECONFERENCE (Zoom.) Mayor Cliff Munson called the meeting to order and led in the salute to the flag of the United States of America.

1. Call to Order:

a. Roll Call

Councilmembers Jason Deppen, Charnna Gilmore, and John Stacher were present. Mayor Cliff Munson arrived late, and Councilmember Brandon Fawaz was absent.

2. Public Comments on Non-Agenda Items:

Audience member Trinity Davis on behalf of the Trails End Music Festival provided the Council with an update regarding the event. The staff for the event made contact with all local businesses on Main Street.

3. Consent Calendar:

- a. Minutes of the Regular Meeting May 13, 2024**
- b. Minutes of the Special Meeting May 29, 2024**
- c. Invoice Approvals**

Councilmember Stacher moved to approve the Minutes of the Regular Meeting May 13, 2024, Mayor Munson seconded, and the motion passed.

Ayes: Stacher, Munson, Deppen

Abstain: Gilmore

Councilmember Stacher moved to approve the Minutes of the Special Meeting May 29, 2024, Councilmember Gilmore seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson

Abstain: Deppen

Councilmember Gilmore made a motion to accept the Invoice Approvals, Councilmember Deppen seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen

4. Public Meeting:

- a. Discussion of Possible State CDBG Application – Mayor Munson opened the public meeting at 6:34 pm**

Brandy Caporaso from Great Northern gave a background on the application submittal process and the various projects and funding amounts.

5. Current Business:

- a. Discuss/Approve Notice of Award to R.B Aldrich Construction for the Cleveland Street Improvements Project in the Amount of \$158,072.**

City Engineer Morgan Eastlick gave a background on the project and the bids received. Councilmember Deppen made a motion to approve the contract with R.B Aldrich, Councilmember Stacher seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen

- b. Discuss/Approve Purchase of Pool Pump.**

Councilmember Deppen made a motion to approve purchasing a new pool pump, Councilmember Stacher seconded, and the motion passed.

Ayes: Stacher, Gilmore, Munson, Deppen

- c. 24/25 Budget Update.**

City Clerk Pamela Eastlick updated the 24/25 budget and presented it to the Council and staff. Eastlick explained the salary schedule that reflects a 2.85% COLA increase. Staff evaluations will need to be completed for staff to receive a step increase. Discussion regarding staff evaluations. The full budget will be provided at the June 24th meeting.

Ambulance Director Teresa Arrwood corrected the ambulance pay rates for volunteers. Police Chief Josh Short asked about the incentive pay and longevity pay section of the salary schedule. No action taken.

6. City Council Statements and Requests:

Councilmember Stacher and City Manager Jeff Mitchem met with the ladies from the Museum.

Councilmember Gilmore would like an update on the foreclosure.

Councilmember Deppen commented that the City Council has no jurisdiction over the Pleasure Park.

Fire Chief Alan Kramer stated that Cal Fire has suspended back yard burning thus burn permits are now suspended.

7. CLOSED SESSION:

- a. Pursuant to Government Code §54957(b) Personnel Matters – Public Employment**

1. Public Works Department: Public Works Employee ¾ Time Position

The City Council approved the hire of Brandon Facey for the ¾ Time Public Works Position.

2. Ambulance Department: Ambulance Team Member Volunteer EMT

The City Council voted unanimously to fill the Ambulance Volunteer position.

8. Adjournment:

There being no further business Mayor Cliff Munson adjourned the meeting at 7:48 pm.

Respectfully submitted,

Jenny Bennett
Asst. City Clerk

**Siskiyou County Local Transportation Commission
Local Transportation Fund - Transportation Claim**

Fiscal Year 2024/2025

(New X Amended)

To: Siskiyou County Local Transportation Commission

From: City of Etna
 (Claimant)

This applicant, qualified pursuant to section 99203 of the Public Utilities Code, hereby requests, in accordance with the applicable rules and regulations of the Transportation Development Act as enacted and amended by statute to January 1, 2011, that its claim be approved in the amount of:

\$ 30,861.00

A. Funding Available (Not Claimed)

1. Funds from prior years

a. Estimated funds with County Auditor	7/1/2024	\$	-
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2. <u>Current Estimated Allocations</u>	<u>2024/2025</u>	<u>\$</u>	<u>30,861.00</u>
		\$	30,861.00

B. Total Amount Claimed

1. By Funding Source

a. Estimated funds with County Auditor		\$	-
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b. <u>Current Estimated Allocations</u>	<u>2024/2025</u>	<u>\$</u>	<u>30,861.00</u>
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c. <u>Total Claimed</u>		<u>\$</u>	<u>30,861.00</u>
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2. By Purpose

(Chapter 4, Part 11, Division 10 of P.U.C.)

a. Public Transit [Art 4, Sec 99260 (a)]		\$	19,933.00
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b. Streets/Roads [Art 8, Sec 99400 (a)]		\$	10,928.00
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c. <u>Other</u>		<u>\$</u>	<u>-</u>
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d. <u>Total Claimed</u>		<u>\$</u>	<u>30,861.00</u>
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**Siskiyou County Local Transportation Commission
Local Transportation Fund - Transportation Claim**

The claimant herewith recognizes that any allocations for streets and roads will be made in accordance with, but not limited to, Section 99401.5, Article 8, Chapter 4, Part 11, Division 10 of the Public Utilities Code. This section stipulates that the Local Transportation Commission must take certain actions with respect to "Unmet Transit Needs" and whether they are "Reasonable to Meet" before any allocation can be made for other Public Transportation services.

When approved, please transmit this claim for payment from the Local Transportation Fund to the following address:

Siskiyou County Local Transportation Commission
190 Greenhorn Road
Yreka, CA 96097

Approval of the claim and payment by the County Auditor is subject to such monies being on hand and available for distribution and to the provisions that such monies will be used in accordance with the rules and regulations of the Transportation Development Act.

Approved:

Local Transportation Commission

City of Etna

By: _____
Melissa Cummins

By: _____
Mayor

Date: _____

Date: _____



City of Etna

RESOLUTION 2024-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ETNA ADDING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS Senate Bill I (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS SB 1 includes accountability and transparency provisions that will ensure the residents of The City of Etna are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS the City of Etna must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Etna, will receive an estimated \$17,715 in RMRA funding in Fiscal Year 2024/25 from SB 1; and

WHEREAS this is the 8th year in which the City of Etna is receiving SB 1 funding and will enable the city to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Etna has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS the City of Etna used City Engineer and staff to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS the funding from SB 1 will help the City of Etna maintain and rehabilitate streets/roads throughout the city this year and Several of similar projects into the future; and

WHEREAS the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Etna streets and roads are in an at-risk/poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a Good/excellent condition; and

WHEREAS the SB I project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting edge technology, materials, and practices.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Etna, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project Title: Cleveland/Bryan/Oak/Wagner Street Rehab

Project Description: Overlay dilapidated Road and Resolve Road Base Issues

Project Location: Cleveland from Woodland St. South / Bryan St. from College St. North / Oak ST. from Diggles St. to Howell Ave. /Wagner from Diggles St. to Howell Ave.

Estimated Project Schedule: Start (03-2025) — Completion (10-2025) based on the component being funded with RMRA funds and cost may need to be combined with more RMRA funds.

Estimated Project Useful Life: 15-20 years.

ADOPTED ON the 24th day of June 2024, by the City Council of the City of Etna by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Pamela Eastlick, City Clerk

Cliff Munson, Mayor



STAFF REPORT ETNA CITY COUNCIL

To: Mayor and City Council Members
From: Jeff Mitchem
Date: June 24, 2024
Subject: **GRANT FUNDING AUTHORIZATION & SUBRECIPIENT AGREEMENT
2024 STATE CDBG PROGRAM**
Attachments: A. Resolution – Approve Application for Funding – State CDBG Program
B. Resolution – Approve Subrecipient Agreement with Great Northern Services

RECOMMENDED MOTION:

Adopt the attached resolutions:

- A. Approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2023 and/or 2024 funding year of the state CDBG program.
- B. Approving a subrecipient agreement with Great Northern Service to be responsible for performing General Administration and Activity Delivery for the "Etna 2024 Housing Rehabilitation Program" 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.

SUMMARY:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$495,000 for CDBG activities pursuant to the 2023 and 2024 CDBG NOFAs. Further, the City Council directs the City Administrator to execute the Subrecipient Agreement attached hereto as Attachment B authorizing Great Northern Services to perform the services described in Section 1 therein. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$95,000.00 for eligible activities 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.



Resolution of the Governing Body

RESOLUTION NO. 2024-008

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 AND/OR 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the **City** of Etna as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$495,000 for the following CDBG activities, pursuant to the 2023 and 2024 CDBG NOFAs:

List activities and amounts

Activity (e.g. Public Services, Infrastructure, etc.)	Dollar Amount Being Requested for the Activity
Housing Rehabilitation	\$ 495,000
	\$
	\$
	\$
	\$

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed \$0.00 for the CDBG activities described in Section 1.

SECTION 3:

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **City Council** hereby authorizes and directs the City Administrator or designee*, to execute and deliver all applications and act on the **City's** behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Administrator or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Administrator or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the **City** of Etna held on 6/24/2024 by the following vote:

AYES: Enter # of votes or names

NOES: Enter # of votes or names

ABSENT: Enter # absentees or names

ABSTAIN: Enter # of abstains or names

Enter Name and Title.
City Council

STATE OF CALIFORNIA
City of Etna

I, Pamela Eastlick, **City** Clerk of the **City** of Etna, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 24th day of June, 2024 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Pamel Eastlick, **City** Clerk of the **City** of Etna, State of California

By: Enter Name of City/County Clerk, Title.

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF ETNA
AND
GREAT NORTHERN SERVICES
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
HOUSING REHABILITATION 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 is applying for and expects to receive grant 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 applying for such funds;

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 performing General Administration and Activity Delivery for the "Etna 2024 Housing Rehabilitation Program" 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 services will include the following activities eligible under the Community Development Block Grant program:

General Administration

The Subrecipient will perform administrative duties acceptable by the State CDBG Program, including, but not limited:

- Prepare and submit the "Etna 2024 Housing Rehabilitation Program" to Grantee on first day of application submission in HCD's application platform in response to HCD's CDBG 2024 NOFA. GNS will invoice this as a pre-award cost.
 - If the grant is awarded, the pre-award expenditures will be reimbursed through a standard financial report. If the grant is not awarded, the city must absorb the cost.
 - The applications will be reviewed and awarded on a first come first serve basis if the application meets the CDBG 2024 NOFA threshold requirements.

ATTACHMENT B

- Subrecipient and Grantee need to work together to submit the application on the application day submission opening for the best chance of receiving funding.
- Prepare and submit future CDBG grant applications.
- Prepare Closeout Documents for this or other CDBG grants.
- Attend City Public Hearings and Council Meetings as needed.
- Attend HCD and HUD trainings and meetings necessary to properly administer CDBG funds.
- Perform other general administration duties to effectively manage the program.
- Assist Grantee with CDBG reports, issues and HCD communications.
- Provide technical assistance to Grantee for administering PI funds including assistance with record keeping, and HCD required reporting.

Activity Delivery

Subrecipient will be responsible for the activities in carrying out housing rehabilitation projects once the Standard Agreement is executed between HCD and Grantee. Activities may include but are not limited to:

Housing Rehabilitation

- Revising guidelines for loan committee and city council approval as needed.
- Marketing program.
- Communications with applicants.
- Accepting and processing client applications.
- Part 5 Income verification.
- Environmental Review.
- Assisting homeowner with construction procurement:
 - Assemble plans and specifications,
 - Prepare and publish project construction bid packet
 - hold bid walk-through
 - conduct bid opening
- Presentation of projects to Loan Committee for review and approval.
- Loan underwriting.
- Assisting homeowner with choosing contractor.
- Pre-construction conference.
- Construction oversight.
- Project inspection.
- Processing and submitting contractor pay requests.
- Preparing regular grant reports and documents required by the State for this grant.
- Preparing Closeout Documents for this grant
- Attending HCD and HUD trainings and meetings specifically related to this grant's Scope of Work.

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.

The Subrecipient acknowledges that the activities carried out under this Agreement will meet the low- and moderate-income persons benefit for housing rehabilitation services.

C. Levels of Accomplishment – Goals and Performance Measures

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

- Prepare and submit in eCivis the grant application in a reasonable amount of time for the Grantee to review and submit on time in response to the 2024 CDBG NOFA for housing rehabilitation.
- Perform 3-5 housing rehabilitation projects.

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 have Department approval of the change before amending this Agreement.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall become effective June 1, 2024, for writing the "Etna 2024 Housing Rehabilitation Program" Grant Application in response to the 2024 CDBG NOFA. Implementing the "Etna 2024 Housing Rehabilitation Program" 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 a reimbursable rate of \$75.00 per hour. In addition, Subrecipient will

ATTACHMENT B

charge the standard IRS mileage rate for all travel and direct reimbursement for materials and supplies for the program.

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 Grantee for approval.

General Administration Grant: GNS*	\$25,000.00
Activity Delivery Grant: GNS	\$70,000.00
Activity Grant: Contractor Payments	\$400,000.00
Total Budget for 3 years	\$495,000.00

*GNS will invoice the grant writing as a pre-award cost. If the grant is awarded, the pre-award expenditures will be reimbursed through a standard financial report. If the grant is not awarded, the Grantee must absorb the cost.

Subrecipient 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 \$95,000.00 for eligible activities 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.

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
Jeff Mitchem
City Administrator
422 Main St.

Subrecipient
Great Northern Services
Brandy Caporaso,
Community Development Manager
310 Boles Street

Etna, CA 96027

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

ATTACHMENT B

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

ATTACHMENT B

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

ATTACHMENT B

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

ATTACHMENT B

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

ATTACHMENT B

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

ATTACHMENT B

(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

ATTACHMENT B

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.

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

Date: _____

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City of Etna

Great Northern Services

Jeff Mitchem
City Administrator

Marie-Josée Wells
Executive Director

Ambulances:

Nothing major at this time.

Upcoming training/classes/events:

First on the Scene. This is a 4 hour, community class. The Greenview Grange requested this class for the community to celebrate their reopening for the community.

The Public Safety First Aid class was successful with really good evaluations of our program.

MISC

Park has been opened and Dan Keip and I have started with towel duties.

AED's. These have been purchased and received for the pool and city hall. I will be doing training with the lifeguards at the pool June 28th.

Grants

Application submitted to Hero Fund America for training equipment. Grant award is max of \$2000. The application submission ends June 30th.

May Numbers

Total: 34	Etna 7 FJ 6 SV 22	ALS: 14	BLS: 5	CXL: 11	CCP: 1	MSAS rendezvous: 2	Missed calls: 3	No M11 rendezvous requests
Billable: 19								No BLSD
								No AMA/ALS assess
								Days w/o calls: 8

May 2023 Total: 49 Billable: 36 Days without calls: 7



City of Etna

Agenda Request

Date of Meeting: 6.24.24

Spokesperson(s): City Council & Staff

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

Subject/Request: Pay Request Water System Improvement Project

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

Discuss and approve Pay Request #2 to Whitehawk Construction for 2024 Water Systems Improvement Project \$499,706.04.

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
2024 WATER SYSTEM IMPROVEMENTS PROJECT
PARTIAL PAY ESTIMATE No 2**

June 19, 2024

7/1/2024

ITEM	ITEM	ESTIMATED	UNIT	Bid	QUANTITY	QUANTITY	ACTUAL QTY.	AMOUNT EARNED						
No	DESCRIPTION	QUANTITY	PRICE	Price	PREVIOUS ESTIMATES	THIS ESTIMATE	TO DATE	PREV ESTIMATES	THIS ESTIM.	TOTAL TO DATE				
A1	Mobilization	1	Lump Sum	\$26,925.00	\$26,925.00	0%	Lump Sum	95%	Lump Sum	95%	Lump Sum	\$0.00	\$ 25,578.75	\$ 25,578.75
A2	Construction Site Management	1	Lump Sum	\$20,800.00	\$20,800.00	0%	Lump Sum	50%	Lump Sum	50%	Lump Sum	\$0.00	\$ 10,300.00	\$ 10,300.00
A3	3/4" Water Meter Installation	3	Each	\$3,530.00	\$10,590.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A4	1" Water Meter Installation	3	Each	\$3,640.00	\$10,920.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A5	2" Water Meter Installation	4	Each	\$4,125.00	\$16,500.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A7	6" Water Meter Installation	1	Each	\$10,080.00	\$10,080.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A8	3/4" Water Meter Replacement	407	Each	\$488.00	\$197,802.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A9	1" Water Meter Replacement	7	Each	\$629.00	\$4,403.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A10	1.5" Water Meter Replacement	4	Each	\$2,735.00	\$10,940.00	0	Each	2	Each	2	Each	\$0.00	\$ 5,470.00	\$ 5,470.00
A11	2" Water Meter Replacement	8	Each	\$2,921.00	\$23,368.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
A12	3" Water Meter Replacement	2	Each	\$6,930.00	\$13,860.00	0	Each	1	Each	1	Each	\$0.00	\$ 6,930.00	\$ 6,930.00
A13	4" Water Meter Replacement	1	Each	\$12,280.00	\$12,280.00	0	Each	1	Each	1	Each	\$0.00	\$ 12,280.00	\$ 12,280.00
A14	Replacement Meter Box	0	Each	\$995.00	\$5,970.00	0	Each	1	Each	1	Each	\$0.00	\$ 995.00	\$ 995.00
A15	Replacement Meter Setter	2	Each	\$900.00	\$1,800.00	0	Each	0	Each	0	Each	\$0.00	\$ 0.00	\$ 0.00
TOTAL BID SCHEDULE "A"				\$366,038.00	Amount Due at Contract Bid Item Prices:				\$ 0.00	\$ 61,553.75	\$ 61,553.75			

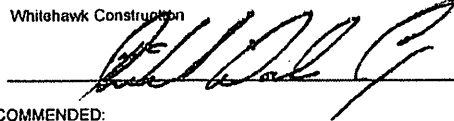
ITEM	ITEM	ESTIMATED	UNIT	Bid	QUANTITY	QUANTITY	ACTUAL QTY	AMOUNT EARNED						
No	DESCRIPTION	QUANTITY	PRICE	Price	PREVIOUS ESTIMATES	THIS ESTIMATE	TO DATE	PREV ESTIMATES	THIS ESTIM.	TOTAL TO DATE				
B1	Mobilization	1	Lump Sum	\$15,850.00	\$15,850.00	95%	Lump Sum	0%	Lump Sum	95%	Lump Sum	\$15,057.50	\$ 0.00	\$ 15,057.50
B2	Construction Site Management	1	Lump Sum	\$18,000.00	\$18,000.00	27%	Lump Sum	43%	Lump Sum	70%	Lump Sum	\$4,880.00	\$ 7,740.00	\$ 12,600.00
B3	250,000 gallon Welded Steel Reservoir	1	Lump Sum	\$731,471.00	\$731,471.00	15%	Lump Sum	60%	Lump Sum	75%	Lump Sum	\$109,720.85	\$ 438,882.60	\$ 548,603.25
B4	Free Chlorine Analyzer System	1	Lump Sum	\$32,300.00	\$32,300.00	90%	Lump Sum	10%	Lump Sum	100%	Lump Sum	\$29,070.00	\$ 3,230.00	\$ 32,300.00
B5	Reservoir Piping	1	Lump Sum	\$107,460.00	\$107,460.00	100%	Lump Sum	0%	Lump Sum	100%	Lump Sum	\$107,460.00	\$ 0.00	\$ 107,460.00
TOTAL BID SCHEDULE "B"				\$905,081.00	Amount Due at Contract Bid Item Prices:				\$ 266,168.15	\$ 449,852.60	\$ 716,020.75			

Contract Change Order No. 1

\$14,600.00

REQUESTED:

Whitehawk Construction



6/19/24
Date

TOTAL AMOUNT EARNED TO DATE

\$792,174.50

Less amount paid thru previous estimate

\$252,859.74

Less 5% Retainage Amount

\$39,608.73

RECOMMENDED:

E&S Engineers and Surveyors, Inc., Morgan D. Eastlick, City Engineer

AMOUNT DUE & PAYABLE THIS ESTIMATE:

\$499,706.04

APPROVED (Owner):
City of Etna

Date

Date



NOTICE OF AWARD

TO: Whitehawk Construction
PO Box 181
Palo Cedro, CA 96073

FOR: Construction of: **2024 WATER SYSTEM IMPROVEMENT PROJECT**
(Agreement. #: 4600014615)

Your Bidder's Proposal dated December 20, 2023, is accepted for construction of the above-named Project, for the prices set forth in said Proposal, for items included in Schedule "A" + Schedule "B", in the total amount of \$ 1,271,119.00.

You are required by the Instructions to Bidders to execute the Agreement (Contract Forms in Part B, Division 2 of these Contract Documents), and to furnish the required Performance and Payment Bonds and Certificates of Insurance, all with Fourteen (14) calendar days from the date of mailing of this Notice.

If you fail to execute the Agreement and to furnish said BONDS within Fourteen (14) days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND or such other BID SECURITY as you have provided. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this 8th day of January, 2024.

The CITY OF ETNA
OWNER

By [Signature]
Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Whitehawk Construction

this the 22nd day of January, 2024.

By [Signature]
Richard Dale Cox
Title Owner



City of Etna

Agenda Request

Date of Meeting: 6-24-24

Spokesperson(s): City of Etna, City Council Member, Charnna Gilmore

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

Subject/Request: Amendment to the City of Etna's Water Conservation & Outreach Plan

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

See attachments:

- Agenda item justification
- State Water Board's Establishment of Minimum Instream Flow Requirements, Curtailment Authority, and Information Order Authority in the Scott River and Shasta River Watersheds.
- City of Etna's Water Conservation and Outreach Plan - Draft Revision
- State Water Board's petition form

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

Will this require a budget increase? ☐ Yes ☒ No Account: _____

Please describe:

N/A

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
City Council Meeting – June 24, 2024
Agenda Item Request and Justification

On December 19, 2023, the State Water Board adopted an emergency regulation that provides curtailment authority in the Klamath River watershed and that establishes minimum instream flow requirements and information order authority in the Scott River and Shasta River watersheds for the 2024 year. In anticipation of the potential implementation of curtailment status in the Scott Valley in the coming months, the City of Etna's current Water Conservation and Outreach Plan does not account for this scenario. Furthermore, the State Water Board's regulation stipulates a more restrictive minimum residential water use of 55 gallons per person per day (as define on page 14 of the Order, see attached), compared to Etna's plan, which allocates 70 gallons per person per day, based on an average household of four, totaling 280 gallons per household per day.

Discussion/action: **Direct Staff to:** 1) Revise conservation plan to address curtailment scenario, allowing to increase the level of conservation to Level IV; and 2) Petition the State Water Board to increase the minimum residential water use from 55 gallons per person per day, to 70 gallons per person per day, based on an average household of four, totaling 280 gallons per household per day.

**Establishment of Minimum Instream Flow Requirements, Curtailment Authority,
and Information Order Authority in the Scott River and Shasta River Watersheds**

=====

In Title 23, Division 3, Chapter 2, adopt Article 23.5, Sections 875, 875.1, 875.2, 875.3, 875.5, 875.6, 875.7, 875.8, and 875.9

Article 23.5. Scott River and Shasta River Watersheds Drought Emergency
Requirements

§ 875 Emergency Curtailment Where Insufficient Flows are Available to Protect Fish in
Certain Watersheds

- (a) It is necessary to prevent the diversion of water that would unreasonably interfere with an emergency minimum level of protection for commercially and culturally significant fall-run Chinook salmon, threatened Southern Oregon/Northern California Coast coho salmon, and culturally significant steelhead. For this reason surface water and groundwater shall not be diverted from the watersheds listed below at a diversion point or for the benefit of a place of use that is subject to a curtailment order, during the effective period of the curtailment order under this article, except as provided under sections 875.1, 875.2, or 875.3.
- (b) The Deputy Director for the Division of Water Rights (Deputy Director) may issue a curtailment order upon a determination that without curtailment of diversions, flows are likely to be reduced below the drought emergency minimum flows specified in subdivision (c), within the constraints detailed in this article. Curtailment orders shall be effective the day after issuance.
 - (1) Where flows are sufficient to support some but not all diversions, curtailment orders shall be issued, suspended, reinstated, and rescinded in order of water right priority provided in section 875.5. In determining which diversions should be subject to curtailment, the Deputy Director shall consider the need to provide reasonable assurance that the drought emergency minimum flows will be met with consideration of hydrologic, weather, and other conditions that influence flows.
 - (2) If maintaining the flows described in subdivision (c) would require curtailment of uses described in section 875.2 or 875.3, then the Executive Director may determine whether or not those diversions should be allowed to continue based on the most current information available regarding fish populations, human health and safety needs, livestock needs, and the alternatives available to protect human health and safety, livestock, and fish populations.

(3) The Deputy Director may determine not to issue curtailment orders, to issue curtailment orders to a smaller priority grouping described in section 875.5, or to suspend curtailment orders already issued in order of priority as described in section 875.5, as applicable, using information provided by the California Department of Fish and Wildlife described in section 875.1(c)(1)(B), as well as other information that could affect the need for curtailments to meet minimum flow needs for fisheries purposes, including weather forecasting, the need for flows to ramp up or down, the contributions of voluntary flow measures, and future flow needs.

(c) Drought Emergency Minimum Flows are as specified below.

(1) Scott River. The Scott River enters the Klamath River at United States Geological Survey River Mile 145.1.

(A) As measured in cubic feet per second at United States Geological Survey gage 11519500 located downstream of the city of Fort Jones at the northern end of Scott Valley (Scott River Mile 21), the natural flow of the system up to the following amounts:

Jan	Feb	Mar	Apr	May	June 1-23	June 24-30	July	Aug	Sept	Oct	Nov	Dec
200	200	200	150	150	125	90	50	30	33	40	60	150

(B) The California Department of Fish and Wildlife or the National Marine Fisheries Service may notify the Deputy Director that the pertinent life stage(s) of the pertinent species the flows are crafted to protect is not yet present, or is no longer present at the time anticipated. Additionally, the California Department of Fish and Wildlife, after coordination with the National Marine Fisheries Service, may notify the Deputy Director that lower, alternative flows at the Fort Jones gage, or alternative flows at a different point or points in the watershed, provide equal or better protection for the pertinent species' relevant life stages.

- (2) Shasta River. The Shasta River enters the Klamath River at United States Geological Survey River Mile 179.5, at the junction of State Routes 263 and 96.

(A) As measured in cubic feet per second at United States Geological Survey gage 11517500 located near Yreka:

Jan	Feb	Mar 1-24	Mar 25-31	Apr	May	June	July	Aug	Sept 1-15	Sept 16-30	Oct	Nov	Dec
125	125	125	105	70	50	50	50	50	50	75	105	125	125

(B) The California Department of Fish and Wildlife or the National Marine Fisheries Service may notify the Deputy Director that the pertinent life stage(s) of the pertinent species the flows are crafted to protect is not yet, or is no longer present at the time anticipated, or the California Department of Fish and Wildlife, after coordination with the National Marine Fisheries Service, may notify the Deputy Director that lower alternative flows at the Yreka gage, or alternative flows at a different point or points in the watershed, provide equal or better protection for the pertinent species' relevant life stages.

- (3) Compliance with the drought emergency minimum flows will be determined by the Deputy Director.

(d) Notice

- (1) Initial curtailment orders will be sent to each water right holder, agent of record on file with the Division of Water Rights, or landowner, as applicable. The water right holder, agent of record on file with the Division of Water Rights, or landowner is responsible for immediately providing notice of the curtailment order(s) to all diverters exercising the water right(s) covered by the curtailment order(s).
- (2) The State Water Board has established the "Scott-Shasta Drought" email subscription and distribution list that water right holders, landowners, and other parties may join to receive drought-related notices and updates regarding curtailments in the Scott River and Shasta River watersheds. The State Water Board has also established a "Scott-Shasta Drought" webpage at: https://www.waterboards.ca.gov/drought/scott_shasta_rivers/. Notice provided by email or by posting on the State Water Board's drought webpage shall be sufficient for all purposes related to drought notices and updates regarding curtailment orders.

(e) Suspension, reinstatement, or rescission of curtailment orders shall be noticed using the email subscription and distribution list or webpage described in subdivision (d)(2).

(f) Local Cooperative Solutions

(1) Local cooperative solutions by individuals or groups may be proposed by petition to the Deputy Director as an alternative means of reducing water use to meet or preserve drought emergency minimum flows, or to provide other fishery benefits (such as cold-water refugia, localized fish passage, or redd protection), in lieu of curtailment as described in this section.

(A) Petitions to implement local cooperative solutions that coordinate diversions, share water, strategically manage groundwater and/or surface water for fisheries benefits, reduce annual water use, or engage in similar activities may be submitted to the Deputy Director at any time, except as noted in subsection (f)(4)(D)(ii).

(B) The Division of Water Rights and the Executive Director may coordinate with the California Department of Fish and Wildlife, National Marine Fisheries Service, the Scott River and Shasta River Watermaster District, the developers of any model or other information used as part of the petition, and others in evaluating local cooperative solutions.

(C) After or as part of approval of a petition, the Deputy Director shall not issue curtailment orders or shall suspend, rescind, or modify, as applicable, such orders already issued, affecting those rights relevant to the proposed local cooperative solution so long as the Deputy Director finds that any continued diversions under the local cooperative solution are reasonable and do not result in unreasonable harm to other legal users of water.

(D) Deputy Director approval of a petition for a local cooperative solution may be subject to appropriate conditions, including metering, monitoring, and reporting requirements, to assure that no unreasonable injury to users of water will occur, that the terms and purpose of the petition or the associated underlying binding agreement will be met, and to provide information useful in responding to the ongoing drought.

(E) The Deputy Director may delegate approval of any local cooperative solution to an Assistant Deputy Director for the Division of Water Rights.

(F) The Deputy Director may rescind approval of a local cooperative solution and issue or reinstate curtailment orders for the relevant

water rights in the order described in section 875.5, notwithstanding approval of the local cooperative solution, if monitoring or other reliable information indicates that parties are not meeting their obligations under the local cooperative solution or the agreement is not providing the benefits outlined in the local cooperative solution, or based on an objection filed under (f)(2).

(G) A coordinating entity for the purposes of this section shall refer to an entity which possesses the expertise and ability to evaluate and require performance of the commitments made in a local cooperative solution, and which commits that:

(i) Evaluation of local cooperative solution proposals and inspections shall be conducted by representatives who lack a financial or close personal interest in the outcome, and

(ii) Information collected on compliance with local cooperative solutions is provided to the State Water Board monthly and upon request. The entity shall undertake data collection (including metering data) and inspections, either by itself or in coordination with State Water Board staff, sufficient to ensure implementation of local cooperative solutions, including inspection or data collection targeted within two weeks of completion of commitments to cease pumping as of a date certain.

With such commitment, the coordinating entity may be the California Department of Fish and Wildlife, the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, the Siskiyou or Shasta Valley Resources Conservation District, a nonprofit organization with expertise and experience in water-saving transactions, or a similarly qualified public entity.

(2) Diversions covered by a local cooperative solution approved by the Deputy Director pursuant to this section are subject to this article and violations of such an approved local cooperative solution shall be subject to enforcement as a violation of this article. Notice of petitions and decisions under this section will be posted as soon as practicable on the State Water Board's drought webpage described in subdivision (d)(2). Normally, notice of the local cooperative solution petition shall post on the website at least one week prior to a decision on the merits; however, the Deputy Director may issue a decision under this article prior to providing such notice. Any interested person may file an objection to the petition or decision. The objection shall indicate the manner of service upon the petitioner. The State Water Board will consider any objection, and may hold a hearing thereon, after notice to all interested persons.

- (3) The Division of Water Rights, California Department of Fish and Wildlife, National Marine Fisheries Service, Scott Valley and Shasta Valley Watermaster District, or North Coast Regional Water Quality Control Board may install and maintain additional gages in the Scott River and Shasta River watersheds. The gages may be used to evaluate compliance with the flow requirements defined in subdivisions (c)(1) and (c)(2) on a watershed or tributary scale, as needed. Diverters or other entities may also request to install and maintain a gage or use an existing gage to support new flow requirement compliance points by submitting a written request with supporting data and information to the Deputy Director for approval.
- (4) The Deputy Director may approve a petition to implement local cooperative solutions under this article as follows:
- (A) For watershed-wide cooperative solutions: The Executive Director determines that a watershed-wide local cooperative solution will provide sufficient assurance that the flows in subdivision (c)(1) or (c)(2) are achieved for a specific time period, considering the amount of flow anticipated and the level of assurance that flows made available by agreements will be protected.
 - (B) For tributary-wide local cooperative solutions: The Deputy Director may approve the petition submitted under this article by a diverter or group of diverters that provides for tributary-wide benefits if:
 - (i) Sufficient information allows the Deputy Director to identify the appropriate contribution of the tributary to the flows identified in subdivision (c)(1) or (c)(2), and the Executive Director makes a finding that a local cooperative solution is sufficient to provide the pro-rata flow for that tributary. The Deputy Director may approve this solution regardless of whether the flows identified in subdivisions (c)(1) and (c)(2) are being met; or
 - (ii) The California Department of Fish and Wildlife finds that the in-tributary or downstream benefits are equal to or greater than the anticipated contribution to protections provided by the flows in subdivision (c)(1) or (c)(2). The Deputy Director may approve this solution regardless of whether the flows identified in subdivisions (c)(1) and (c)(2) are being met.
 - (C) For individual local cooperative solutions: In the absence of applicable watershed-wide or tributary-specific local cooperative

solutions, the Deputy Director may approve a petition submitted under this article:

- (i) Where the watershed-wide flows in subdivision (c)(1) or (c)(2) and tributary-specific pro-rata flows established by the Deputy Director cannot be guaranteed, and there is a binding agreement under which water users have agreed to cease diversions in a specific timeframe. Such binding agreement may be made with a coordinating entity. Where the diverter or coordinating entity submits a petition under this subdivision that includes a certification that diversion under a specified right has ceased for a certain time period, the Deputy Director shall approve the petition unless there is evidence that the diversion is nonetheless occurring.
 - (ii) Where an individual diverter or sub-tributary group of diverters has entered into a binding agreement with the California Department of Fish and Wildlife or the National Marine Fisheries Service to perform actions for the benefit of anadromous salmonids, and the California Department of Fish and Wildlife makes a recommendation for an exemption to curtailment based on an assessment that the benefits of the actions to anadromous fish in a specific time period are equal to or greater than the protections provided by their contribution to flow described in section 875, subdivision (c)(1) or (c)(2) for that time period.
- (D) For overlying or adjudicated groundwater diversions for irrigated agriculture described under in section 875.5, subdivision (a)(1)(A)(ix) [Scott River] or section 875.5, subdivision (b)(1)(C) [Shasta River] the Deputy Director may approve a groundwater-basin-wide, groundwater-sub-basin-wide, or any number of individual local cooperative solutions where:
- (i) The proposal may be based on a binding agreement made with a coordinating entity with primary responsibility to verify implementation of the local cooperative solution.
 - (ii) For individual proposals, the proposal must be submitted no later than April 15 and must be implemented during the entirety of the irrigation season (including during pendency of approval), unless the proponent withdraws.
 - (iii) The proposal includes a description of metering in place for groundwater well extractions, and a proposal to meter and record such extractions daily and report monthly to the Deputy Director or the coordinating entity, as applicable,

except as described below. The State Water Board has funding and technical support available to support some amount of metering, and those interested in such assistance are encouraged to promptly contact the State Water Board.

- a. The Deputy Director may waive this requirement for groundwater wells irrigating less than 30 acres. In determining whether to waive the requirement, the Deputy Director may consider, among other things, distance of the groundwater well from surface water and whether the groundwater well would provide uniquely useful information in light of other metered information being provided. The Deputy Director may require other information in lieu of metering in such an instance.
 - b. When a meter is not currently installed and may not be installed prior to the start of the irrigation season, the petitioner may submit a time schedule as part of a proposal that describes and substantiates the efforts, actions, and timelines for installation of a meter. The Deputy Director may approve a proposal with a reasonable time-schedule, and upon a finding that the proponent has taken reasonable steps to procure and install a meter, including coordination with the State Water Board or another entity with funding and/or expertise in meter installation.
 - c. The Deputy Director may waive the requirement upon a determination that metering in a particular instance is not feasible.
- (iv) The proponent(s) agrees to allow compliance inspections with 24-hour notice.
- (v) For percent-based reduction in pumping local cooperative solutions:
- a. For the Scott River: The proposal provides at least:
 - 1. A net reduction of water use of 30 percent throughout the irrigation season (April 1 – October 31); and
 - 2. A monthly reduction of 30 percent in the July through October time period.

- b. For the Shasta River: The proposal provides at least:
 - 1. A net reduction of water use of 15 percent throughout the irrigation season (March 1 – November 1); and
 - 2. A monthly reduction of 15 percent in the June through September time period.
- c. The relevant water use reduction shall generally be based on a comparison to the 2020, 2021, 2022, or 2023 irrigation season, and may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction in water use. Such evidence may include but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills. However, if evidence for the amount of water applied for the 2020, 2021, 2022, or 2023 irrigation seasons indicates a base rate of applied water that is higher than 33 inches per year for alfalfa, 14 inches per year for grain, or 30 inches per year for pasture, then the base rate of applied water shall be the aforementioned values unless the proponent makes an additional showing that a higher base rate number is an appropriate comparison in light of relevant information that can include but is not limited to multi-year practices, soil type, and irrigation methods.
- d. In implementing a local cooperative solution approved under this subdivision (f)(4)(D)(v), a diverter or water user may adjust the timing of the actions planned to meet the requirements of subdivision (f)(4)(D)(v)a or (f)(4)(D)(v)b, by up to one week as an adaptive response to precipitation or cool weather, if the shift in timing does not reduce the total irrigation season water savings. For example, a diverter may postpone a planned irrigation rotation for one week if rain or cool weather allows for greater time between rotations than initially planned, even if the shift would trigger a failure to meet the monthly reductions described in subdivision (f)(4)(D)(v)a.2. or (f)(4)(D)(v)b.2.

1. The diverter or user must provide the coordinating entity and the Deputy Director at least three (3) business days notice of the intent to shift actions, including the reason for the shift and a demonstration that it will continue to meet the approved irrigation season water savings.
2. The diverter or user may implement the change unless the Deputy Director disapproves the shift based on a failure to meet the requirements of this subdivision. Signed binding agreements do not need revision to incorporate this subdivision (f)(4)(D)(v)d. or actions thereunder.

(vi) Graduated Overlying Groundwater Diversion Cessation Schedules: The Deputy Director may approve a petition that provides for cessation of overlying groundwater diversions on one of the following two schedules, after evidence of compliance with the terms is evaluated. Such evidence shall include a demonstration that the proposal reduces irrigation as compared to standard practice on the property (e.g., practice in a similar unregulated year), taking crop rotation and number of alfalfa cuttings into account, unless not applicable (e.g., not for pasture).

a. Option 1: Diversion to irrigate the following percentages of irrigated acres shall cease by the dates below:

1. 15 percent by July 15;
2. 50 percent by August 15; and
3. 90 percent by August 31, with a maximum of 8 inches of water to be applied to the remaining 10 percent of irrigated acres during the remainder of the irrigation season. This 10 percent can be on land previously fallowed.

b. Option 2: Diversion to irrigate the following percentages of irrigated acres shall cease by the dates below:

1. 20 percent by July 20;
2. 50 percent by August 20; and

3. 95 percent by September 5, with a maximum of 6 inches of water to be applied to the remaining 5 percent of irrigated acres during the remainder of the irrigation season. This 5 percent can be on land previously fallowed.

(vii) Best Management Practices Local Cooperative Solution:

The Deputy Director may approve a petition that incorporates all of the following:

- a. Use of a low-energy precision application (LEPA) system on all irrigated acreage, including no irrigation of corners after June 15 and no use of end guns.
- b. Use of soil moisture sensors to inform irrigation timing, with records available for inspection by the coordinating entity, if applicable, and/or State Water Board.
- c. In years with a snow pack of 80 percent or less of the Department of Water Resources' California Data Exchange Center's first May snow water equivalent station average (or the average of the first April measurement if May snow pack measurements are not gathered in the irrigation year) in the Scott River watershed, or with a water year determination of dry or very dry in the Shasta River watershed, as determined under Table 2 of the March 2021 Montague Water Conservation District water operation plan (hereby incorporated by reference), cessation of irrigation on 90 percent of irrigated acreage by August 31, with a maximum of two (2) inches of water/acre to be applied to the remaining 10 percent of irrigated acres for existing alfalfa fields and grain, or four (4) inches of water/acre for pasture or new alfalfa plantings, during the remainder of the irrigation season.

- (viii) A diverter may propose a local cooperative solution for all or a portion of their agricultural lands. In considering approval of a proposed local cooperative solution for a portion of irrigated land or affecting only certain diversions exercised by a diverter, the Deputy Director can require assurance that water use is not increased on lands outside the local cooperative solution in a manner that undermines the groundwater reductions achieved through the local

cooperative solution. For example, the Deputy Director may consider whether increasing groundwater pumping on lands outside the area proposed will provide increased run-off to lands that otherwise would have reduced water application or consider whether a proposed local cooperative solution presents a water savings beyond that achieved by a standard grain rotation.

- (ix) Overlying groundwater local cooperative solutions may be crafted or amended to allow for enhanced use of valid surface water rights as compared to previous years, in light of the potential for groundwater recharge benefits. Such local cooperative solutions shall include support for an anticipated improvement in groundwater elevations and/or instream benefits and may require monitoring for evaluation of benefits to groundwater elevation and/or instream conditions.

(E) Where a diverter receives a curtailment order for fewer water rights than are used on his or her property, the Deputy Director may approve a petition for a comparable reduction in use of a more senior right in favor of continuing diversion under the more junior right otherwise subject to curtailment where the petition provides reliable evidence sufficient to support the following findings:

- (i) The change does not injure other legal users of water, including by reducing the contribution to flows described in subdivision (c) that other users would rely on;
- (ii) The change does not result in an increased consumptive use of water; and
- (iii) The change does not result in elevation of water temperature above that which would occur from curtailing the original source.

Authority: Sections 1058, 1058.5, Water Code

Reference: Cal. Const., Art X, Sec. 2; Sections 100, 104, 105, 109, 186, 275, 1011, 1011.5, 1051.1, 1058.5, 5106, Water Code; *Environmental Defense Fund v. East Bay Muni. Util. Dist.* (1980) 26 Cal.3d 183; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224; *Stanford Vina Ranch Irrigation. Co v. State of California* (2020) 50 Cal.App.5th 976.

§ 875.1 Non-Consumptive Uses

- (a) Diversion and use described in this section under any valid basis of right may continue after issuance of a curtailment order under this article without further approval from the Deputy Director, subject to the conditions set forth in this section. Any diverter wishing to continue diversion under this subdivision must submit to the Deputy Director a certification which describes the non-consumptive use and explains, with supporting evidence, how the diversion and use do not decrease downstream flows in the applicable watershed. The Deputy Director may request additional information or disapprove any certification if the information provided is insufficient to support the statement or if more convincing evidence contradicts the claims. If a certification submitted pursuant to this section is disapproved, the diversions are subject to any curtailment order issued for that right. Exceptions to curtailment under this section apply to:
- (1) Direct surface diversions solely for hydropower if discharges are returned to the stream from which they are withdrawn, and water is not held in storage.
 - (2) Direct surface water or groundwater diversions dedicated to instream uses for the benefit of fish and wildlife pursuant to Water Code section 1707, including those diversions that divert water to a different location for subsequent release. This subdivision only applies where the location of release is hydraulically connected to the basin or watershed from which it was withdrawn.
 - (3) Direct surface water or groundwater diversions where the Deputy Director, the California Department of Fish and Wildlife, and the Executive Officer of the North Coast Regional Water Quality Control Board have approved a substitution of releases of either stored water or groundwater into the Scott River or Shasta River or a tributary thereof for the benefit of fish and wildlife such that there is not anticipated to be a measurable net decrease in stream flow as a result of the diversion at the confluence of the tributary with the mainstem of the Scott River or Shasta River, or the next downstream United States Geological Survey gage, as applicable. The release of water does not have to be conducted by the owner of the water right proposed for the continued diversions, provided an agreement between the water right holder and the entity releasing the water is included in the proposal. The party proposing the substitution of releases shall provide documentation supporting no measurable decrease in stream flow is anticipated as a result of the release of water. The Deputy Director may require reporting and monitoring as part of any approval.
 - (4) Other direct diversions solely for non-consumptive uses upon a demonstration that the diversion and use do not decrease downstream flow.

Authority: Sections 1058, 1058.5, Water Code

Reference: Cal. Const., Art. X, § 2; Sections 100, 187, 275, 348, Water Code

§ 875.2 Minimum Human Health and Safety Needs

(a) Definition: For the purposes of this article, “minimum human health and safety needs” refer to the amount of water necessary to prevent adverse impacts to human health and safety, for which there is no feasible alternate supply.

“Minimum human health and safety needs” include:

- (1) Minimum domestic water uses, including water for human consumption, cooking, or sanitation purposes. Further, minimum domestic water uses include incidental uses necessary for sustenance, such as non-commercial vegetable gardens, and domestic animals but do not include commercial irrigation or commercial livestock. As necessary to provide for minimum domestic water use, water diverted for minimum human health and safety needs may include water hauling and bulk water deliveries, so long as the diverter maintains records of such deliveries and complies with the reporting requirements of section 875.6, and so long as such diversion and use is consistent with a valid water right.
- (2) For Urban Water Suppliers, as defined in Water Code section 10617, water uses allowed under and in accordance with the strictest stage of that supplier’s adopted Water Shortage Contingency Plan as part of its Urban Water Management Plan.
- (3) Water supplies necessary for energy sources that are critical to basic grid reliability, as identified by the California Independent System Operator, California Public Utilities Commission, California Energy Commission, or a similar energy grid reliability authority.
- (4) Water supplies necessary to prevent tree die-off that would contribute to fire risk to residences, and for maintenance of ponds or other water sources for firefighting, in addition to water supplies identified by the California Department of Forestry and Fire Protection or another appropriate authority as regionally necessary for fire preparedness or post-fire recovery and reforestation efforts.
- (5) Water supplies identified by the California Air Resources Board, a local air quality management district, or other appropriate public agency with air quality expertise, as necessary to address critical air quality impacts to protect public health.
- (6) Water supplies necessary to address immediate public health or safety threats, as determined by a public agency with health or safety expertise.

- (7) Other water uses necessary for human health and safety which a state, local, tribal, or federal health, environmental, or safety agency has determined are critical to public health and safety or to the basic infrastructure of the state. Diverters wishing to continue diversions for these uses must identify the human health and safety need, include approval or similar relevant documentation from the appropriate public agency, describe why the amount requested is critical for the need and cannot be met through alternate supplies, state how long the diversion is expected to continue, certify that the supply will be used only for the stated need, and describe steps taken and planned to obtain alternative supplies.
- (b) Diversions described in this section under any valid basis of right may be authorized to continue notwithstanding curtailment of that right, subject to the conditions set forth in this section. A diversion that would otherwise be subject to curtailment may be authorized if:
 - (1) The diversion is necessary for minimum human health and safety needs; and therefore
 - (2) The diversion is necessary to further the constitutional policy that the water resources of the state be put to beneficial use to the full extent they are capable, and that waste and unreasonable use be prevented, notwithstanding the effect of the diversions on more senior water rights or instream beneficial uses.
- (c)
 - (1) Diversions for minimum human health and safety needs under any valid basis of right of not greater than 55 gallons per person per day may continue notwithstanding curtailment of that right without further approval from the Deputy Director, subject to the conditions set forth in this section. Any diverter wishing to continue diversion under this subdivision must submit to the Deputy Director a certification of compliance with the requirements of subdivisions (c)(1)(A)-(E), below. The Deputy Director may request additional information or set additional requirements on continued diversion.
 - (A) Not more than 55 gallons per person per day will be diverted and used for human health and safety purposes under all bases of right.
 - (B) The diversion is necessary to serve minimum human health and safety needs after all other alternate sources of water have been used. To the extent other water sources are available, those sources will be used first and the total used will not exceed 55 gallons per person per day.

- (C) The diverter and all end users of the diverted water are operating under the strictest existing conservation plan for that place of use, if such a plan exists for the area or service provider. If additional approvals are required before implementation of the conservation regime, the diverter must certify that all possible steps will be taken immediately to ensure prompt approval.
 - (D) If the diverter or anyone using water under the diverter's basis of right is an Urban Water Supplier, it has declared a water shortage emergency condition and either already has adopted regulations and restrictions on the delivery of water or will adopt conservation and water delivery restrictions and regulations within a timeframe specified by the Deputy Director as a condition of certification.
 - (E) The diverter, or the end user where the end user is purchasing water for human health and safety use, has either pursued steps to acquire other sources of water, but has not yet been completely successful, as described in an attached report, or the diverter or end user, where appropriate, will pursue the steps in an attached plan to identify and secure additional water.
- (2) To the extent that a diversion for minimum human health and safety needs requires more than 55 gallons per person per day, or cannot be quantified on the basis of gallons per person per day, continued diversion of water notwithstanding curtailment of the applicable water right requires submission of a petition demonstrating compliance with the requirements of subdivisions (c)(1)(B)-(E) above and (c)(2)(A)-(F) below, and approval by the Deputy Director. The Deputy Director may condition approval of the petition on implementation of additional conservation measures and reporting requirements. Any petition to continue diversion to meet minimum human health and safety needs of more than 55 gallons per person per day must:
- (A) Describe the specific circumstances that make the requested diversion amount necessary to meet minimum human health and safety needs.
 - (B) Estimate the amount of water needed.
 - (C) Certify that the supply will be used only for the stated need.
 - (D) Describe conservation steps already taken and any other additional steps the diverter or end user, as appropriate, will take to reduce diversions and consumption.
 - (E) Provide the timeframe in which the diverter or end user expects to reduce usage to no more than 55 gallons per person per day, or

why minimum human health and safety needs will continue to require more water.

- (F) As necessary, provide documentation that the use meets the definition of minimum human health and safety needs. For water supplies necessary for fire prevention or firefighting purposes, substantiating documentation, such as guidance from the local fire department, local city or county ordinances, or equivalent local requirements, may be requested by the Deputy Director.
- (d) For public water systems with 15 or greater connections and small water systems of 5 to 15 connections, gallons per person per day shall be calculated on a monthly basis and the calculation methodology shall be consistent with the State Water Board's Percentage Residential Use and Residential Gallons Per Capita Daily Calculation (PRV and R-GPCD Calculation), dated September 22, 2020, which is hereby incorporated by reference.
- (e) For water supplies necessary for electrical power generation critical to grid reliability, substantiating documentation, such as a letter of support from California Independent System Operator, California Public Utilities Commission, California Energy Commission, or a similar energy grid reliability authority, must be provided.
- (f) To the extent necessary to resolve immediate public health or safety threats, a diversion subject to curtailment may continue while a petition under subdivision (b)(2) is being prepared and is pending. The Deputy Director may require additional information to support the initial petition, information on how long the diversion is expected to continue, and a description of other steps taken or planned to obtain alternative supplies.
- (g) Notice of petitions and decisions under this section and sections 875.3 and 875.1 will be posted as soon as practicable on the State Water Board's drought webpage. The Deputy Director may issue a decision under this article prior to providing notice.
- (h) Notwithstanding California Code of Regulations, Title 23, section 1064, a petition pursuant to Water Code section 1435 or 1725 solely for the provision of water for minimum human health and safety shall be accompanied by a filing fee of \$250.
- (i) For the purposes of this section and section 875.6, subdivision (b) only, a governmental entity or nonprofit organization with the ability to assess human health and human safety water needs for communities without service from a public water system, may "stand in the shoes of" a diverter and file a certification or petition for human health and safety water that otherwise complies with the terms of this section.

Authority: Sections 1058, 1058.5, Water Code

Reference: Cal. Const., Art. X, § 2; Sections 100, 100.5, 104, 105, 106.3, 275, 1058.5, Water Code; Environmental Defense Fund v. East Bay Muni. Util. Dist. (1980) 26 Cal.3d 183; Light v. State Water Resources Control Board (2014) 226 Cal.App.4th 1463; Stanford Vina Ranch Irrigation Co. v. State of California (2020) 50 Cal.App.5th 976.

§ 875.3 Minimum Diversions for Livestock Watering

- (a) Limited diversions for minimal livestock watering, even through means that result in some seepage losses, may be authorized to continue after receipt of a curtailment order as specified in this section. Such diversions may include, but are not limited to, pipes, wells, or lined ditches.
- (b) Limited livestock watering diversions may be authorized to continue after receipt of a curtailment order upon certification to the Deputy Director that the diversion: (1) is necessary to provide adequate water to livestock, (2) is conveyed without seepage through a means specified in the certification, and (3) either, shall not, on average, exceed the reasonable livestock watering quantities set forth in Article 5, section 697 for livestock addressed in that section, or, for livestock not addressed in Article 5, section 697, shall not, on average, exceed the closest analogous livestock in Article 5, section 697 or a minimum water amount set forth in the certification with reference to supporting evidence regarding the particular livestock needs. The self-certification shall also include the number of livestock being provided with water, diversion location, water source information, the anticipated daily amount diverted to provide water for livestock, and whether the water source is an alternate source used to comply with the emergency regulation. The Deputy Director may request additional information or disapprove any self-certification if the information provided is insufficient to support the statement or if more convincing evidence contradicts the claim(s). If a self-certification submitted pursuant to this section is disapproved, the diversions are subject to any applicable curtailment order issued for that basis of right.
- (c) Limited diversions may be temporarily increased to up to twice the amount in Article 5, section 697 to support minimum livestock water needs when the daily high temperatures meet or exceed 90 degrees Fahrenheit.
- (d) To the extent that a diversion for minimum livestock water needs requires more than the reasonable livestock watering quantities set forth in Article 5, section 697, or that it relies on conveyances with minimal amounts of seepage, the continued diversion of water after issuance of a curtailment order for the diversion requires submission of a petition demonstrating compliance with the requirements of subdivisions (d)(1)-(5), below, and approval by the Deputy Director. The Deputy Director may condition approval of the petition on implementation of additional conservation measures, monitoring, or reporting requirements. Any petition to continue diversion to meet minimum livestock

watering needs greater than the reasonable livestock watering quantities set forth in Article 5, section 697 must:

- (1) Describe the specific circumstances that make the requested diversion amount necessary to meet minimum livestock watering needs, if a larger amount is sought.
- (2) Estimate the total amount of water needed.
- (3) Certify that the supply will be used only for the stated need.
- (4) Describe any other additional steps taken to reduce diversions and consumption.
- (5) Provide the timeframe in which the petitioner expects to reduce usage to no more than the reasonable livestock watering quantities specified in Article 5, section 697, or why minimum livestock needs will continue to require more water.

Authority: 1058, 1058.5, Water Code

Reference: Cal. Const., Art. X, § 2; Sections 100, 100.5, 104, 105, 275, 1058.5, Water Code; Environmental Defense Fund v. East Bay Muni. Util. Dist. (1980) 26 Cal.3d 183; Light v. State Water Resources Control Board (2014) 226 Cal.App.4th 1463; Stanford Vina Ranch Irrigation Co. v. State of California (2020) 50 Cal.App.5th 976.

§ 875.5 Priority for Curtailments in the Scott River and Shasta River Watersheds

(a) Scott River

(1) Regarding curtailment orders in the Scott River watershed:

(A) Curtailment orders in the Scott River watershed to meet drought emergency minimum fisheries flows in the Scott River shall be issued taking into account water right priority, in groupings from lowest to highest priority, as follows:

- (i) All post-Scott River Adjudication appropriative water rights.
- (ii) Surplus Class Rights in all schedules of the Scott River Adjudication.
- (iii) All Post-1914 Appropriative water rights in the Scott River Adjudication, Shackleford Adjudication, and French Creek Adjudication, collectively.
- (iv) Diversions in Schedule D4 of the Scott River Adjudication.
- (v) Diversions in Schedule D3 of the Scott River Adjudication.
- (vi) Diversions in Schedule D2 of the Scott River Adjudication.
- (vii) Diversions in Schedule D1 of the Scott River Adjudication.
- (viii) Diversions in French Creek Adjudication, the Shackleford Adjudication, and Schedule B of the Scott River Adjudication, collectively.

- (ix) Diversions in Schedule C of the Scott River Adjudication, and overlying groundwater diversions not described in the Scott River Adjudication.
- (B) Surface diversions from the Scott River, Big Slough, Etna Creek, or Kidder Creek and described in Scott River Adjudication Schedules D2, D3, D4, B18, B23, and B26 that have moved from surface water to groundwater diversions as permitted under Scott River Adjudication, Paragraph 44, will be curtailed in priority grouping (a)(1)(A)(ix), rather than under (a)(1)(A)(iv), (a)(1)(A)(v), (a)(1)(A)(vi), or (a)(1)(A)(viii).
- (C) Domestic and Livestock Water Uses during the non-irrigation season by diverters in Scott River Adjudication Schedules A, B, C, and D, under paragraph 36 shall follow the priority groups under (a)(1)(A)(iv) through (a)(1)(A)(viii), as applicable.
- (D) To the extent that curtailment of fewer than all diversions in the groupings listed in (a)(1)(A)(i) and (a)(1)(A)(iii) through (a)(1)(A)(viii) would reliably result in sufficient flow to meet drought emergency minimum fisheries flows, the Deputy Director shall maintain the authority to issue, suspend, reinstate, or rescind curtailment orders for partial groupings based on the priorities in the applicable adjudication or through the appropriative right priority date, as applicable. Any partial curtailment of groups (a)(1)(A)(ii) and (a)(1)(A)(ix) shall be correlative, except that the Deputy Director may issue curtailments to groundwater diverters in (a)(1)(A)(ix) first to diversions closest to surface waterbodies, or use other reliable information to determine which diversions have the highest potential impact on surface flows.
- (E) Diversions under Paragraph 39 of the Scott River Adjudication shall be curtailed with the group defined in (a)(1)(A) that corresponds to the schedule in which the diversion would be placed if the right were defined in the adjudication. If partial curtailment of the group is issued, suspended, reinstated, or rescinded under (a)(1)(D), these rights will be subordinated to the other rights in that schedule.
- (F) Diversions under paragraph 41 of the Scott River Adjudication shall be curtailed with the group defined in (a)(1)(A) that corresponds to the schedule in which the diversion would be placed if the right were defined in the adjudication. If partial curtailment of the group is issued, suspended, reinstated, or rescinded under (a)(1)(D), these rights shall be treated as

subordinate to first priority rights in the schedule, and senior to second priority rights in that schedule.

- (G) Diversions under paragraph 42 of the Scott River Adjudication shall be curtailed with the group defined in (a)(1)(A) that corresponds to the schedule in which the diversion would be placed if the right were defined in the adjudication. If partial curtailment of the group is issued, suspended, reinstated, or rescinded under (a)(1)(D), these rights shall be treated as first priority rights compared to downstream rights in that schedule, and subordinate to all upstream rights in that schedule.
- (H) Diversions under paragraph 43 of the Scott River Adjudication shall be curtailed with the group defined in (a)(1)(A) that corresponds to the schedule in which the diversion would be placed if the right were defined in the adjudication. If an order for partial curtailment of the group is issued, suspended, reinstated, or rescinded under (a)(1)(D), these rights shall be treated as first priority rights in that schedule.
- (I) Diversions under paragraphs 49 and 61 of the Scott River Adjudication shall be curtailed with the group defined in (a)(1)(A)(viii). If an order for partial curtailment of the group is issued, suspended, reinstated, or rescinded under (a)(1)(D), these rights will be treated as first priority rights in the schedule for the appropriate tributary.

(2) Curtailment orders in the Scott River watershed for lack of water availability at a diverter's priority of right shall be issued:

- (A) First to appropriative rights that were initiated after the relevant adjudication, in the Shackleford Creek watershed, the French Creek watershed, and the Scott River Stream System as defined in paragraph 2 of the Scott River Adjudication,
- (B) Then in accordance with the priorities set forth in the Scott River, Shackleford Creek, and French Creek Adjudications, as applicable, and
- (C) Then correlatively to unadjudicated overlying groundwater diversions.

(b) Shasta River

(1) Curtailment orders in the Shasta River Watershed to meet drought emergency minimum fisheries flows shall be issued taking into account water right priority, in groupings from lowest to highest water right priority, as follows:

(A) Appropriative diversions initiated after the Shasta Adjudication. Appropriative surface water diversions obtained after the Shasta Adjudication in priority of the issuance date specified in the permit or license by the State Water Board. Groundwater appropriations in order of the priority date from when the well was constructed and water first used for appropriative purposes. For the purposes of this article, an appropriative groundwater right is distinguished from an overlying groundwater right when the diverter: 1) does not own land overlying the basin, 2) owns overlying land but uses the water on non-overlying land, or 3) sells or distributes the water to another party.

(B) Post-1914 and pre-1914 water rights under the priorities and quantities set forth in the Shasta Adjudication. Groundwater appropriations initiated prior to the Shasta Adjudication in priority of when the well was constructed and water first used.

(C) Riparian diversions and overlying groundwater diversions. The Deputy Director may limit overlying groundwater curtailment orders to larger diversions or diversions with the highest potential impact on surface flows.

(i) If there is insufficient natural flow to furnish all rights of equal priority, then the available natural flow in excess of the minimum instream flow established in section 875, subdivision (c)(2) shall be distributed proportionally among the rights of the priority in question.

(ii) Water released from storage or bypassed pursuant to a Water Code section 1707 Order is not available to downstream users.

(c) There are numerous small groundwater diversions in the Scott River and Shasta River watersheds, that are primarily used for domestic uses, firefighting ponds, and other uses closely related to human health and safety and minimum livestock watering needs. The Deputy Director may determine not to curtail such diversions of less than two acre-feet per annum in light of their de minimis impact on flows and the considerable effort required on the part of diverters and of the

State Water Board's staff to issue and respond to curtailment orders, and to file, review, and act on appropriate minimum use petitions.

(d) Definitions: For the purposes of this section:

- (1) "Scott River Adjudication" shall refer to the Decree entered on January 30, 1980 in Siskiyou County Superior Court Case No. 30662, In the Matter of Determination of the Rights of the Various Claimants to the Waters of Scott River Stream System, Except Rights to Water of Shackleford Creek, French Creek, and all Streams Tributary to Scott River Downstream from the U.S. Geological Survey Gaging Station, in Siskiyou County, California, and all supplements thereto.
- (2) "Shackleford Adjudication" shall refer to the Decree entered on April 3, 1950 in Siskiyou County Superior Court Case No. 13775, In the Matter of the Determination of the Rights of the Various Claimants to the Waters of Shackleford Creek and its Tributaries in Siskiyou County, California, and all supplements thereto.
- (3) "French Creek Adjudication" shall refer to the Judgement entered on July 1, 1959 in Siskiyou County Superior Court Case No. 14478, Mason v. Bemrod, and all supplements thereto.
- (4) "Shasta Adjudication" shall refer to the Judgement and Decree entered on December 29, 1932 in Siskiyou County Superior Court Case No. 7035, In the Matter of the Determination of the Relative Rights, Based Upon Prior Appropriation, of the Various Claimants to the Waters of Shasta River and its Tributaries in Siskiyou County, California, and all supplements thereto.

Authority: Sections 101, 103, 174, 186, Water Code

Reference: Sections 1058, 1058.5, Water Code; Cal. Const., Art. X, § 5; Hudson v. Dailey (1909) 156 Cal. 617; Shasta River Adjudication; Shackleford Adjudication; French Creek Adjudication; Scott River Adjudication; Stanford Vina Ranch Irrigation. Co v. State of California (2020) 50 Cal.App.5th 976.

§ 875.6 Curtailment Order Reporting

- (a) All water users or water right holders issued a curtailment order under this article are required, within the timeframe specified by the Deputy Director, but not less than seven (7) days, to certify that one or more of the actions enumerated below was taken in response to the curtailment order. The Deputy Director may grant additional time for the submission of information regarding diversion and use of water upon a showing of good cause. The water user or water right holder shall certify, as applicable, that:

- (1) Diversion under the identified water right(s) has ceased;
 - (2) Any continued use is under other water rights not subject to curtailment, specifically identifying those other rights, including the basis of right and quantity of diversion;
 - (3) Diversions under the identified water right(s) continue only to the extent that they are non-consumptive, for which a certification for continued diversion has been submitted as specified in section 875.1;
 - (4) Diversions under the identified water right(s) continue only to the extent that they are necessary to provide for minimum human health and safety needs, a certification has been filed as authorized under section 875.2, and the subject water right authorizes the diversion in the absence of a curtailment order;
 - (5) Diversions under the identified water right(s) continue only to the extent that they are necessary to provide for minimum livestock watering needs and a certification has been filed as identified in section 875.3, and the subject water right authorizes the diversion in the absence of a curtailment order.
 - (6) Diversions under the water right(s) continue only to the extent that they are consistent with a petition filed under section 875.2, subdivision (c)(2) or under section 875.3, subdivision (d) and diversion and use will comply with the conditions for approval of the petition; or
 - (7) The only continued water use is for instream purposes.
- (b) All persons who are issued a curtailment order and continue to divert during a period of suspension or conditional suspension of such order, or to continue to divert out of order of the priority established in section 875.5, as authorized under sections 875.1, 875.2, or 875.3, may be required to submit and certify information identified on a schedule established by the Deputy Director as a condition of continued suspension or conditional suspension, or of certification or petition approval. The required information may include, but is not limited to, the following:
- (1) The water right identification number(s), well information, or, if not applicable, other manner of identifying the water right under which diversions continue. For wells, this includes the location (GPS coordinates) and depth to groundwater.
 - (2) The public water system identification number for any public water system served by the diversion.

- (3) How the diverter complies with any conditions of continued diversion, including the conditions of certification under section 875.
- (4) Any failures to comply with conditions, including the conditions of certification under sections 875.2 or 875.3, and steps taken to prevent further violations. Conservation and efficiency efforts planned, in the process of implementation, and implemented, as well as any information on the effectiveness of implementation.
- (5) Efforts to obtain alternate water sources.
- (6) If the diversion is authorized under an approved petition filed pursuant to section 875.3, subdivision (d) or 875.2, subdivision (c)(2), progress toward implementing the measures imposed as conditions of petition approval.
- (7) If the diversion is authorized under section 875.3, or cannot be quantified on the basis of amount per person per day under section 875.2, subdivision (c)(2):
 - (A) The rate of diversion if it is still ongoing;
 - (B) Whether the water has been used for any other purpose; and
 - (C) The date diversion ceased, if applicable.
- (8) The total water diverted for the reporting period and the total population served for minimum human health and safety needs. The total population must include actual or best available estimates of external populations not otherwise reported as being served by a diversion, such as individuals receiving bulk or hauled water deliveries for minimum domestic water use.
- (9) The total water diverted for the reporting period and the total population of livestock watered to meet minimum livestock watering needs identified in section 875.3.
- (10) Diversion amounts for each day in acre-feet per day, maximum diversion rate in cubic feet per second, pumping rate in gallons per minute, and anticipated future daily diversion amounts and diversion rates.

Authority: Sections 1058, 1058.5, Water Code .

Reference: Sections 100, 187, 275, 348, 1051, 1058.5, 1841, Water Code

§ 875.7 Inefficient Livestock Watering

- (a) For the purposes of this regulation, inefficient surface water diversions for livestock watering are those that divert, as measured at the point of diversion, more than ten times the amount of water needed to support the number of livestock and reasonable water quantities set forth in Article 5, section 697 (or, for livestock not addressed in Article 5, section 697, the closest analogous livestock to those listed in Article 5, section 697).
- (b) From September through March 31, inefficient surface water diversions in the Scott River and Shasta River watersheds for livestock watering, which result in excessive water diversion for a small amount of water delivered for beneficial use, are not reasonable and are therefore prohibited in light of the alternatives available and competing uses unless all of the following minimum flow requirements are met:
 - (1) The minimum flow requirements in Section 875, subsection (c) are met without any active curtailment orders in the relevant watershed.
 - (2) The diversions do not occur in the fall until the California Department of Fish and Wildlife has determined there has been flow sufficient to stimulate fall-run Chinook salmon migration.
 - (3) The diversions do not occur after November 1 until the California Department of Fish and Wildlife has determined there has been a flow sufficient to stimulate coho salmon migration, including in the relevant tributary if applicable.
 - (4) For tributary diversions, except those from Moffett Creek in the Scott River Watershed, the relevant tributary is and remains connected to the mainstem.
 - (5) The diversions are operated to bypass 90 percent of flow at the point of diversion, except that when flows exceed those listed below in the relevant watershed, the diversions may operate to bypass 80 percent of flow:
 - (A) In the Scott River watershed when flows at the United States Geological Survey gage 11519500 located downstream of the city of Fort Jones at the northern end of Scott Valley (Scott River Mile 21), in cubic feet per second, are greater than 62 in September; 134 from October 1-15; 139 from October 16-31; 266 in November; 337 in December; 362 in January and February, and 354 in March.
 - (B) In the Shasta River watershed when flows are greater than 220 cubic feet per second at the United States Geological Survey gage 11517500 located near Yreka.
 - (6) The diversions are operated to bypass amounts greater than those described in subdivision (5) as necessary to avoid disturbing redds.

- (c) For diversions occurring under the flow conditions described in subdivision (b)(1)-(6):
- (1) Diverters shall notify the State Water Board of the intent to divert by e-mailing ScottShastaDrought@waterboards.ca.gov, including: the diverter's name and contact information; the point of diversion and water right under which the diversion will occur and the anticipated diversion amount; and the means by which the diverter will track compliance with the minimum flow requirements in (b); and
 - (2) Diverters shall maintain records of such diversions and provide them to the State Water Board upon request.
- (d) The requirements for diversions in subdivision (b)(4)-(6) do not apply to diversions upstream of Dwinell Dam in the Shasta River watershed.
- (e) Livestock diversions that would otherwise be prohibited under this section may be included in a proposal for a local cooperative solution, either on their own or as either part of a proposal under section 875 (f)(4)(B) or (C). For a local cooperative solution under section 875(f)(4)(B)(ii) or (C)(ii), California Department of Fish and Wildlife or National Marine Fisheries Service may make an alternative finding that a diversion under a local cooperative solution solely for livestock watering that is otherwise prohibited under this section will not result in redd dewatering or unreasonably interfere with adult or juvenile migration or rearing. The Deputy Director may approve such a local cooperative solution where lifting the prohibition will not cause or substantially contribute to tributary or mainstem disconnection.
- (f) The Deputy Director may suspend operation of this provision as to a particular diverter for a limited period of time upon a demonstration that the diverter's existing alternative watering system has failed.

Authority: Sections 1058, 1058.5, Water Code

Reference: Cal. Const., Art. X, § 2; Sections 100, 100.5, 104, 105, 275, 1058.5, Water Code; *Environmental Defense Fund v. East Bay Muni. Util. Dist.* (1980) 26 Cal.3d 183; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

§ 875.8 Information Orders

- (a) The Deputy Director may issue information orders to some or all water users, landowners, diverters, or other water right holders in the Scott River and Shasta River watersheds, requiring them to provide additional information related to water use as relevant to implementing this article. The Deputy Director will prioritize information orders for larger diverters and landowners or water right holders with the highest potential to impact surface flows. The Deputy Director, in

determining whether and the extent to which to impose information orders under this subdivision, will consider the need for the information and the burden of producing it, and will take reasonable efforts to avoid requiring duplicative reporting of information that is already in the State Water Board's possession. Information orders shall follow the same procedures set forth in section 875, subdivision (d).

Information required in an order may include, but is not limited to:

(1) For wells:

- (A) Location of the well;
- (B) Age of well, including date of installation and first use;
- (C) Maximum pump rate and volume pumped per month;
- (D) Place of use and purpose of use (beneficial uses of water);
- (E) Projected estimate of pumping volumes at a frequency of no more than weekly;
- (F) Estimates or measurements of past use;
- (G) Groundwater level; and
- (H) Other available water sources.

(2) For surface water diversions:

- (A) Place of use and purpose of use (beneficial uses of water);
- (B) Type of water right;
- (C) Source of water;
- (D) Volume of storage;
- (E) Diversion rate;
- (F) Other available water sources; and
- (G) Projected estimate of diversion at a frequency of no more than weekly.

The orders may additionally request other information relevant to forecasting use, impacts to the surface streams in the current drought year, assessing compliance with this article, or in contingency planning for continuation of the existing drought emergency.

- (b) Any party receiving an order under this subdivision shall provide the requested information within the time specified by the Deputy Director, but not less than five (5) days. The Deputy Director may grant additional time for the submission of information regarding diversion and use of water upon a showing of good cause. Each landowner is responsible for immediately providing notice of any information order(s) to all water users associated with the parcel of land related to the information order.

- (c) **New Diversions.** For purposes of this subdivision, a new diversion means a diversion initiated after issuance of a general information order to landowners in the watershed in which the new diversion is located. The owner of any new diversion must submit to the Deputy Director any information required by a general information order issued under section 875.8 prior to commencement of the new diversion, unless the Deputy Director approves commencement of the diversion based on substantial compliance with the general information order or one of the exemptions outlined in sections 875.2 or 875.3.

Authority: Sections 1058, 1058.5, Water Code

Reference: Article X, Section 2, California Constitution; Sections 100, 102, 104, 105, 109, 174, 275, 1051, 1052, 1058.5, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

§ 875.9 Penalties

- (a) A diverter must comply with a curtailment order issued under this article, any conditions of certification or approval of a petition under this article, and any water right condition under this article, notwithstanding receipt of more than one curtailment order. To the extent of any conflict between applicable requirements, the diverter must comply with the requirements that are the most stringent.
- (b) Failure to meet the requirements of this article or of any order issued thereunder constitutes:
- (1) a violation subject to civil liability pursuant to Water Code section 1846, and
 - (2) an infraction pursuant to Water Code section 1058.5, subdivision (d).
Each of these can carry a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.
- (c) Nothing in this section shall be construed as limiting the enforceability of or penalties available under any other provision of law.

Authority: Sections 1058, 1058.5, Water Code

Reference: Cal. Const., Art. X, § 2; Sections 275, 1052, 1055, 1058.5, 1825, 1831, Water Code; *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419.

City of Etna - Water Conservation Plan

City of Etna - Water Conservation and Outreach Plan – Established in July 2021, amended July 25, 2022, amended June 24, 2024

Background

Along with the rest of California and much of the Western United States, the City of Etna is experiencing a prolonged drought and above-average heat temperatures. Precipitation in Scott Valley during the 2020-2021 winter was below average and, combined with the historical trend, has resulted in current, low instream flows in the region, including in Etna Creek.

The City of Etna, its residents, and businesses are entirely dependent on diverted water from Etna Creek for all uses. While the City has a water right that allows for substantial diversion, California law requires Etna, as well as any other diverters, to leave water instream for the benefit of other diverters, as well as wildlife. Thus, as instream flow continues to decrease over the summer, so will the amount of water that Etna may lawfully divert. Less water diverted will, in turn, will place pressure on the City of Etna, its residents and businesses to conserve water and potentially even eliminate discretionary uses altogether as those uses increasingly conflict with higher priority uses such as public health (e.g., drinking water, sanitation, etc.) and public safety (e.g. fire protection).

The following Water Conservation and Outreach Plan is intended to provide background information on Etna's current water supply, identify the current uses of water, prioritize them, and create guidelines as well as a plan for water conservation in the City of Etna. The plan is currently a proposal and, thus, subject to revision as appropriate. Ultimately, enforceable ordinances are intended to be developed from this plan and adopted into law.

Clearly, consensus on water management and conservation is already and will continue to be a challenge. However, this is a challenge that the City of Etna, its residents, businesses, and surrounding community face together. Within that challenge also lies an opportunity to strengthen our bonds and mutual trust in the premise that all parties share a vision of collective well-being and prosperity.

On April 20, 2020, the City of Etna's City Council created a Drought Response Committee to help address potential consequences of extended drought as it relates to the City's water supply. The City's water source comes solely from Etna Creek in the form of a pre-1914 appropriative water right to divert a maximum 2.4 cubic feet per second (cfs) or 1,077 gallons per minute (gpm), as confirmed by the court in the 1980 Scott River Decree. The City maintains a surface water diversion dam and pipeline intake located at approximately Etna Creek 9.0 river mile.

The City's use of water is governed by a body of legislative law that governs the use of surface water, as well as court decisions, such as the Scott River Decree. One of these laws is California

City of Etna - Water Conservation Plan

Code, Fish and Game Code - FGC § 1602 which allows diverting water from the natural flow of a stream, in this case Etna Creek. While diversion may be lawful, Fish and Game Code - FGC § 5901 states that it is unlawful to maintain any instream device that prevents, impedes or tends to prevent or impede the passing of fish up and down stream. Furthermore, Fish and Game Code - FGC § 5937 states that the owner of a dam shall allow sufficient water at all times to pass through a fishway or over, around or through the dam, to keep in good condition any fish that may exist below the dam. The City intends to fully comply with the laws set forth so as not to jeopardize this critical resource or our access to it.

In 2004, a Water Master Plan Report was prepared for the City of Etna Water System to identify problems and recommended improvements (Oscar Larson & Associates). Since then, upgrades have been accomplished to help make the system more reliable in both quantity and quality. In 2010, the City made substantial improvements to the point of diversion which included the construction of a fish ladder over the dam. From the point of diversion, the City's water is piped by gravity to a series of 3 storage reservoirs (tanks), where the water is treated with alum and polymer then run through a sand filter and chlorinated. Then the water is gravity fed to the City's residents, businesses, schools, parks, cemetery and pool. In 2018, the City completed the installation of additional storage so that the City's current tank storage capacity is approximately 493,000 gallons.

The availability of potable water must meet minimum health and safety allocation for human consumption, sanitation and fire protection needs. It is also understood the City's water supply is finite and will fluctuate based on the water year. Per California's Water Code "*the governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*" (Division 1. General State Powers Over Water [100-540] (Enacted in 1943, Ch. 368; Amended by Stats. 2018, Ch. 14, Sec. 1. (SB 606), effective January 1, 2019.)

Purpose of Plan

To ensure the integrity of the City's water supply for the near and long term, the purpose of this Water Conservation Plan is to promote the wise and responsible use of water as a scarce and valuable resource by: (1) encouraging programs to minimize waste; (2) supporting public education programs that promote water conservation and a better public understanding of water usage; and (3) working through the City Council to develop, adopt, and implement water conservation policies and ordinances that help the City meet its mandate of delivering an adequate

City of Etna - Water Conservation Plan

water quantity for the needs of the City of Etna's residences, businesses and schools and for fire protection in a manner consistent with the law.

There are direct threats to the City of Etna's water supply both for quantity and quality:

1. Drought
2. Fire within city limits or wildfire within the watershed
3. Chemical spill or other contamination
4. Water theft

This conservation plan targets the quantity issues and does not directly address future water quality issues.

City of Etna Water Use

Water use depends on various factors such as population, climate, land use patterns, (lot sizes, square footage of irrigated landscape), the age and condition of the water distribution infrastructure (water losses), and industrial and socioeconomic characteristics (the cost of water and income level of residents) of the City.

The City, and its duly authorized agents, and employees, shall have the exclusive right to deliver water within the city's water service area. The city shall also have the right to manage water demand within the city's water service area.

Priorities of Water Deliveries

The use of available potable water allocations in a water emergency are recommended for all customers, in accordance with the California Water Code (Sections 350-358), and in the following order of priority:

- Minimum health and safety allocation for residential domestic use, sanitation, and fire protection.
- Commercial, industrial, institutional operations to maintain jobs and the economic base of the commercial (not landscape uses).
- Permanent commercial agriculture.
- Annual commercial agriculture.
- Existing landscaping.
- New Customers

Wasteful Use of City Water

Any of the following acts or omissions, whether intentional, unintentional, willful or negligent, shall constitute the wasteful use of water:

City of Etna - Water Conservation Plan

- a) Water flowing away from a property caused by excessive application(s) of water beyond reasonable or practical irrigation rates, duration of application, or other than incidental applications to impervious surfaces.
- b) Causing or permitting an amount of water to discharge, flow, run to waste into or flood any gutter, sanitary sewer, water course or storm drain, or to any adjacent lot, from any tap, hose, faucet, pipe, sprinkler, or nozzle.
- c) Allowing water fixtures or heating or cooling devices to leak or discharge water.
- d) Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices or with known leaks, both seen and unseen.
- e) Discharging water from, and refilling, swimming pools, decorative basins or ponds in excess of the frequency reasonably necessary to maintain the health, maintenance or structural considerations of the pool, basin or pond, as determined by the City.
- f) Continued operation of an irrigation system that applies water to an impervious surface.
- g) Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.
- h) Irrigation of lawns or landscaping when it is raining.
- i) Overfilling of any pond, pool or fountain which results in water discharging from the pond, pool or fountain.
- j) Failure to repair customer pipes, faulty sprinklers or other water-related fixtures that leak water within five working days, unless the director informs the customer that the leak must be repaired more quickly, in which case the customer shall repair the leak in the time specified by the City.
- k) Irrigating lawns or landscaping between the hours of 10:00 a.m. and 6:00 p.m., with the exception of drip irrigation.
- l) Using potable water from the city water system for compaction, dust control or other construction purposes without first obtaining approval from the City.
- m) Installing a single pass cooling system, such as a water-cooled air compressor, in any property that is newly connected to the city water system. This does not apply to evaporative cooling systems.

City of Etna's Waste of Water Ordinance Code 13.08.100 gives City Staff authority to notify and/or inspect for the waste of water. If the waste of water is determined and situation is not corrected within 5 days, water may be disconnected.

Water Conservations Actions

This Plan includes four Water Conservation Levels that have been identified and methodology of setting these levels, are set by the use of triggers developed by availability of water resources information.

City of Etna - Water Conservation Plan

The four water conservation levels of the City of Etna's water supply will be determined, initially by the U.S. Forest Service (USFS) Klamath National Forest (KNF)'s annual May 1st Snow Surveys taken at two stations in the Etna Creek watershed: Swampy John (elevation 5,500') and Etna Mountain (elevation 5,900'), both established in 1951. The relevant parameter that will be used is snow water content or also known is the "snow water equivalent". This information will be used as the initial trigger to establish the Level in which the City finds itself after May 1st for its potential water supply, as the city's water source from Etna Creek is highly dependent upon snow melt into the upper watershed's groundwater to help sustain creek flow during the summer and fall.

At any time after May 1st, if the flow becomes less than the City's water right of 2.4 cubic feet per second (cfs), the City will declare the water conservation level to automatically increase to the highest stage of concern at Level IV.

Furthermore, if the Scott Valley becomes subject to regulatory mandates that limit water use to minimum standards, the city will automatically elevate the water conservation level to the highest stage, Level IV. Should these regulatory standards be more stringent than the current conservation plan, the city will petition the State Water Board to adjust the conservation measures to meet a threshold of 280 gallons per day per residence, based on an average household size of four people using 70 gallons per day each.

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Public Education and Notification

The City will notify residents of changing conditions through bill messages, mailing inserts, and public announcements, website, Facebook postings and provide relevant information regarding the personal conservation strategies. City will develop a widely visible kiosk or sign ("Drought-Meter") as well as a public messaging board that will to stay current on flow conditions within Etna Creek. Additionally, the City may notify customers of unusually high-water usage based on billing records.

Water Conservation Levels:

The different water conservation levels are as follows:

Level I - Basic (Blue) - Voluntary Conservation: Voluntary Conservation would apply when the Etna watershed has received near normal or above normal snowpack levels. This is the normal mode of operation. Voluntary water conservation are measures suggested to encourage prudent water use, as an unreasonable waste of water is not allowed at any time.

Level II - Water Alert (Yellow) - Elevated Voluntary Conservation Measures: Voluntary Conservation Measures would apply when the Etna watershed has received significantly below normal snow water equivalent at 75% of average. Elevated voluntary conservation measures shall limit residential use to 400 gallons per day per residence, as measured at the water meter. Assumption is that the City's residences average 4 people, at 100 gallons per day per person.

City of Etna - Water Conservation Plan

Penalties for unnecessary water usage may be enacted by the City Council.

Level III - Water Shortage (Orange) - Mandatory Conservation Measures: Mandatory Conservation Measures would apply when the Etna Creek watershed has received an extremely below normal snow water equivalent of 50% of average. Mandatory conservation measures shall

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City of Etna - Water Conservation Plan

limit residential use to 340 gallons per day per residence, as measured at the water meter. Assumption is that the City's residences average 4 people, at 85 gallons per day per person. Penalties for unnecessary water usage may be enacted by the City Council.

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Level IV - Water Emergency (Red) - Maximum Conservation Measures: Maximum Conservation Measures would apply when the stream flow as measured at the Etna Creek gage near the diversion dam becomes less than 2.4 cfs or during state-imposed curtailment on surface water with the Scott River watershed. Maximum conservation measures shall limit residential use to 280 gallons per day per residence, as measured at the water meter. Assumption is that the City's residences average 4 people, at 70 gallons per day per person. Penalties for unnecessary water usage may be enacted by the City Council.

Water Use Restrictions

The following water use restrictions apply for the severity of the conditions as described above:

Level I - Basic (Blue) - Voluntary Conservation: Voluntary conservation measures are proposed in this stage to embed water efficiency programs into the fabric of the community and achieve permanent reductions in per capita water use. Similarly, the City already encourages energy conservation through the use of additional energy efficient technologies in residential units, subdivisions, and commercial developments. Since the community's structures tend to be older, the City encourages customers to update to modern, low flow, high efficiency water using fixtures and appliances. Under this level of normal water conditions, the following measures are suggested to encourage prudent use of this scarce natural resource:

Water Line Leak Detection

Minor leaks - The goal should be for both the City and its residents, to identify and repair minor leaks within 48 hours.

Major leaks - The goal should be to identify and repair major leaks within 8 hours.

Infrastructure - The goal should be to identify and pursue opportunities to enhance and upgrade the service infrastructure whenever possible to minimize waste on a system wide scale. The City should actively fund its Water Department's capital replacement programs.

Outdoor Landscaping - Outdoor water use for landscaping most often represents the highest water use for residential users. As such, conservation efforts in the city should encourage drought tolerant landscaping.

Irrigated Turf Area - Minimize the amount of irrigated turf in new development to permanently reduce system-wide per capita water use.

Irrigation Control Systems - New and renovated irrigation systems should include automatic timers and rain or soil moisture sensors that can automatically override the timer control of the sprinkler system.

City of Etna - Water Conservation Plan

Drip Irrigated Area - Drip irrigation is more efficient than spray for many applications, especially those where bushes, flowers, gardens and areas of unusual shape are being irrigated.

Sidewalk and Driveway Design - Lot design should be configured such that spray irrigation does not overspray and pavement areas. Landscape areas can be designed to catch any runoff instead of allowing water to drain off.

Landscape Plants – Seek to use low water using plants that are drought tolerant.

Individual water conservation habits

Bathroom - Turn off water while brushing teeth and shaving. Bathe using half=full tubs and take shorter showers.

Piping - Insulate hot water heaters and pipelines to reduce the time needed to get hot water at the tap.

Kitchen - Store drinking water in refrigerator and run dishwasher only when full.

Laundry - Purchase high efficiency appliances and wash full loads of laundry.

Watering Hours – Watering during the heat of the day allows for high evaporation rates, therefore, watering should be done before 10:00am and after 6:00pm.

Drip Irrigation - Use drip irrigation wherever possible for deep watering of trees, bushes, flowers and gardens.

Hose Shutoff Valves - Equip hoses with a shutoff valve that requires hand pressure to open.

Exterior Cleaning - Sweep patios, sidewalks, driveways, and other hard exterior surfaces.

Car Washing - Use spray from a hose equipped with a shutoff valve and/or a bucket of water to wash cars.

Hot Water Lines Insulation - Insulating hot water lines or installing a recirculation pump in new construction will reduce heat losses and the amount of time the water has to ‘run’ before it gets to the proper temperature. Pipe insulation can save both water and energy.

Thermostatic Mixing Devices - By running the hot water and cold-water lines into a single mixing valve, the person taking a shower can set and get the target water temperature much more quickly, especially when the hot water line is insulated.

Water Saving Devices - Install low-flow devices and flow restrictions for high use fixtures like shower heads and install updated, low flush toilets and low water use appliances.

Plumbing Repairs - Promptly repair any leaking fixtures. Test your plumbing by carefully checking the water meter reading and then turning off all water using devices. After 30 to 60 minutes, check if the meter has recorded any usage. Toilets can be checked by placing a drop of food coloring in the water tank and checking in 30 minutes for any coloration of water in the bowl. Toilets are responsible for some of the most common household leaks.

Level II - Water Alert (Yellow) - Voluntary Conservation Measures: Immediate action is necessary in Level II. The City’s primary tool for achieving short-term reductions in water use is public education to encourage additional voluntary restrictions to reduce water consumption until adequate supplies are available.

City of Etna - Water Conservation Plan

All water conservation measures contained in previous levels apply to Level II.

Voluntary Restrictions The following voluntary rationing measures will be in effect.

1. Residential use limited to 400 gallons per day per residence, as measured at the water meter. Assumption is that the City's residences average 4 people, at 100 gallons per person.
2. Use of potable water to irrigate turf and landscape vegetation is excluded between the hours of 10:00 AM and 6:00 PM.
3. Equipment hoses with a shutoff valve that requires hand pressure to open.
4. Use of potable water for exterior washing, except at commercial facilities using recycled water, is minimized.
5. Potable water for car washing, construction, compaction, dust control, street or building wash-down shall be from a hose equipped with a shutoff valve and/or a bucket of water for washing. Similarly, sweeping patios, sidewalks, driveways and other hard exterior surfaces will be utilized.

Level III - Water Shortage (Orange) - Mandatory Conservation Measures: Immediate action is necessary in Level III. The City's primary tool for achieving short-term reductions in water use is to declare a water emergency and enact mandatory Level III restrictions to drastically reduce water consumption. The goal is to protect the health, safety and welfare of the public and to ensure that minimum water needs for the City residents are met.

Please note that restrictions other than those identified below may be necessary during prolonged or extreme drought conditions to safeguard the adequacy of the water supply for essential uses. Additional restrictions may include limitations on new connections, water shortage pricing, limitations on non-essential water use, installation of flow restriction devices for excessive use customers or other measures deemed necessary.

All water conservation measures contained in previous levels apply to Level III.

Regulations and Restrictions The following mandatory conservation measures will be in effect.

1. Residential use limited to 340 gallons per day per residence, as measured at the water meter. Assumption is that the City's residences average 4 people, at 85 gallons per person.
2. No customer shall waste water.
3. Use of potable water to irrigate turf/lawn, landscape vegetation and between the hours of 10:00 AM and 6:00 PM or in such a manner that results in runoff for more than 5 minutes is prohibited. Outdoor watering shall be limited to 1-hour total duration.
4. Restaurants and food service establishments shall serve water to customers only upon specific request.

City of Etna - Water Conservation Plan

5. Use of potable water for construction, compaction, dust control, street or building wash down is prohibited.
6. City Pool shall use a pool covering when not in use to minimize evaporation.

Level IV - Water Emergency (Red) - Maximum Conservation Measures:

If Level IV is determined at any time during the year, the City of Etna's City Council and Staff will immediately notify its residences using the Code Red notification system through phone lines, cell phones, emails, Facebook, and other media methods. Additionally, a special meeting will be held with the intent to issue a rate increase for excessive water use. Any said rate increase would stay in effect until the flow within Etna Creek improved to at least 2.4 cfs for at least two consecutive weeks or until the state-imposed curtailment on surface water with the Scott River watershed is lifted by the State Water Resources Control Board. Other restrictions deemed necessary to safeguard the adequacy of the water supply for the City of Etna are subject to change if conditions warrant additional water conservation measures. Public Works staff and the Code Enforcement Officers has full authority to issue penalty notices when seeing violations.

All water conservation measures contained in previous levels apply to Level IV.

Regulations and Restrictions

1. Residential use limited to 280 gallons per day per residence, as measured at the water meter. Assumption is that the City's residences average 4 people, at 70 gallons per person.
2. Outdoor watering shall be limited to 30 minutes total duration per day.
3. Penalty for excess water use shall be issued on the connection's water bill.

Other Water Users

Schools, parks, cemetery, churches and pool shall use water in a reasonable way so not to directly or indirect harm the City's ability to meet minimum health and safety allocation for human consumption, sanitation and fire protection needs. The City reserves the rights to impose stronger water conservation measures to individual water users who are deemed to have an excessive and/or unreasonable use of water.

Unauthorized Water Use

Unauthorized use of a fire hydrant, public or private, for anything other than fire suppression efforts is not permitted at any time or any water level.

City of Etna - Water Conservation Plan

Fire and Other Emergencies

Nothing in this plan limits or may be construed as limiting the availability of water for extinguishing fires, meeting the demands of any other similar emergency, or routine inspection and maintenance of fire hydrants.

City of Etna - Water Conservation Plan

EXAMPLE ONLY

Summary

2024 Scott&Shasta Min.Health&Safety Cert & Pet for (SG006901)

You completed the survey on 05/30/2024 18:10:54

[Return to Dashboard \(/InfoOrder/Owners/Details\)](#)

Introduction

Certification and Petition to Continue Diversions for Human Health and Safety

The purpose of this form is to request an exception from curtailment for minimum health and safety needs, as provided by the emergency regulation. **If you do not need to divert water for health and safety needs, please do not complete this form.**

At the end of this form, you must certify that all the information entered into the form is true and correct to the best of your knowledge. Please keep this in mind while filling out the form.

To navigate this survey, use the "Next" and "Prev" buttons to move forward or backward. On the final page, instead of a "Next" button you will see a "Finish and Submit" button which will complete your survey. Your responses to each page will be saved when you continue to the next page, but you can still go back and change your responses using the "Prev" button.

If you have any questions, please contact State Water Resource Control Board staff by email at ScottShastaDrought@waterboards.ca.gov or leave a phone message at: (916) 327-3113.

Contact Information

This contact information is necessary so that we can contact you, if needed, regarding this form. You do not have to fill this out if you filled out the information on another form already.

Name:

Best Contact Information (Phone or Email):

Secondary Contact Information (Phone or email):

a;dksfja;wdfj

Certification

"Minimum human health and safety needs" refer to the amount of water necessary for prevention of adverse impacts to human health and safety for which there is no feasible alternate supply. To be exempt from curtailment, your minimum human health and safety needs must be classified within one or more of the following categories.

Please select all that apply.

Minimum domestic water uses including water for human consumption, cooking, or sanitation purposes; incidental uses necessary for sustenance, such as non-commercial vegetable gardens; and domestic animals (but not commercial livestock). Bulk water deliveries or water hauling for these purposes should also use this option.

Water supplies necessary for energy sources that are critical to basic grid reliability, as identified by the California Independent System Operator, California Public Utilities Commission, California Energy Commission, or a similar energy grid reliability authority. Please attach the approval or similar relevant documentation from the appropriate agency.

Water supplies necessary to prevent tree die-off that would contribute to fire risk to residences, and for maintenance of ponds or other water sources for fire fighting, water supplies the California Department of Forestry and Fire Protection (or other appropriate authority) has identified as regionally necessary for fire preparedness or post-fire recovery and reforestation efforts. Please attach the approval or similar relevant documentation from the appropriate public agency.

Water supplies identified by the California Air Resources Board, a local air quality management district, or other appropriate public agency with air quality expertise, as necessary to address critical air quality impacts to protect public health. Please attach the approval or similar relevant documentation from the appropriate public agency.

Water supplies necessary to address immediate public health or safety threats, as determined by a public agency with health or safety expertise. Please attach the approval or similar relevant documentation from the appropriate public agency.

For Urban Water Suppliers, as defined in Water Code section 10617, water uses allowed under and in accordance with the strictest stage of that supplier's adopted Water Shortage Contingency Plan as part of its Urban Water Management Plan.

Other water uses necessary for human health and safety which a state, local, tribal, or federal health, environmental, or safety agency has determined are critical to public health and safety or to the basic infrastructure of the state. In the box below, please identify the health and safety need. Please also attach the approval or similar relevant documentation from the appropriate public agency.

For each box you checked above, provide an explanation for how your water usage meets the criteria provided. If your use is for indoor domestic supply, please just note the number of people. Note, you are able to attach files on the next page if your response does not fit in the box below.

(5000 character max.)

If you will divert no more than 55 gallons per person per day, please self-certify you use using one of the two choices below, and then skip to the end to submit your form (or attach any documents and then submit). You do not need to fill out the "Petition" section on the next page.

I certify that the water diverted under this certification will only be used for the need stated above and will not be more than 55 gallons per person per day under all bases of right. To the extent other sources of basis for right are available, these will be used first in achieving up to 55 gallons per person per day.

I certify that this diversion is necessary to fulfill human health and safety needs after all other alternative sources have been used.

The diverter, or the end user where the end user is purchasing water for human health and safety use, has either pursued steps to acquire other sources of water, but has not yet been completely successful, as described in an attached report, or the diverter or end user, where appropriate, will pursue the steps in an attached plan to identify and secure additional water.

[ONLY FOR SERVICE PROVIDERS OR AREAS WITH CONSERVATION PLANS] I certify that the users of the diverted water are operating under the strictest existing conservation plan for that place of use, if such a plan exists for the area or service provider. If additional approvals are required before implementation of the conservation regime, I certify that all possible steps will be taken immediately to ensure prompt approval.

[ONLY FOR URBAN WATER SUPPLIERS] I certify that any Urban Water Supplier diverting or using this water has declared a water shortage emergency condition and either already has adopted regulations and restrictions on the delivery of water or will adopt conservation and water delivery restrictions and regulations within a timeframe specified by the Deputy Director as a condition of certification.

If you cannot certify one of the above choices, please fill out and submit the petition on the following page.

Scott-Shasta Health and Safety Petition (if applicable)

The purpose of this portion of the form is to submit additional information regarding human health and safety water uses that require the use of more than 55 gallons per person per day, or for which use of the 55 gallons per person per day standard does not make sense. If your use is within the 55 gallons per person per day limit, please skip these petition questions.

Supporting Information and Additional Certification

Provide the following information for human health and safety not covered by 55 gallons per person per day.

- ☐ I certify that the diverted water will be used only for the needs selected in the checkboxes above (under the section titled Certification).
- ☒ I certify that this diversion is necessary to fulfill human health and safety needs after all other alternative sources have been used. To the extent other sources of basis for right are available, these will be used first in serving the human health and safety use.

Estimate the amount of water needed in gallons per day. If there is a time limit on the need (e.g. 1x filling of a pond), please note that as well.

Describe any other additional steps that you have taken or will take to reduce diversions, reduce consumption, and identify alternative water supplies:

(5000 character max.)

Provide the timeframe for which the diverter expects the use to continue or in which the diverter expects to reduce usage to no more than 55 gallons per person per day. If the minimum human health and safety use is expected to continue requiring more than 55 gallons per person per day, or that metric is not applicable to the use, please describe why:

(5000 character max.)

You will receive a response to your petition via email. Please ensure you provide an email address below if you did not already do so on a Contact Information page.

Attachments



As necessary, upload documents to show that the use is for minimum health and safety needs (e.g. documentation from the public agency), or other relevant information to support your petition.

 No file chosen

(Uploaded files:)

0%

Please describe what, if any, documents have been attached:

(5000 character max.)

Submission

Name of person signing: *

asdfa

Relationship to legal rightholder *

asdf

I certify that all information entered into this form is true and correct to the best of my knowledge. *

When you click "Finish and Submit," this form will be completed and sent, so please ensure all the information submitted so far is correct. If you need to check information that was previously entered, use the button at the bottom of the page that says "Prev" to return to the previous page.

Back to top of page

Show as PDF (/InfoOrder/Surveys/Summary/11073?showControls=True&asPDF=True)

Return to Dashboard (/InfoOrder/Owners/Details)

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City of Etna

Agenda Request

Date of Meeting: 6.24.24

Spokesperson(s): City Council & Staff

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

Subject/Request: Pool User Fees

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

Discuss and provide direction to staff to establish pool user fees for organized groups.

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: 6.24.24

Spokesperson(s): City Council & Staff

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

Subject/Request: Road Maintenance & Rehabilitation Program (RMRA)

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

Discuss and approve 23/24 budget amendment and approve transfer of Traffic Safety money from Fund 29 to the General Fund Streets Fund.

Approve the purchase of \$25,000 of street material to satisfy the requirements of the maintenance-of-effort (MOE) of the RMRA in accordance with Streets and Highways Code section 2036.

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.



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

May 15, 2024

Pamela Eastlick,
City Clerk
City of Etna
PO Box 460,
Etna, CA 96027

Dear Pamela Eastlick:

The State Controller's Office (SCO) has completed its desk review of the City of Etna's certified Annual Street Report (ASR) for the period of July 1, 2022, through June 30, 2023. During our desk review, we first identified the street/road-related expenditures reported by the city in its ASR that were funded by the General Fund and/or other discretionary funding sources. Then, we assessed whether the city complied with the maintenance-of-effort (MOE) requirement of the Road Maintenance and Rehabilitation Program (RMRP) in accordance with Streets and Highways Code section 2036.

Streets and Highways Code section 2036(a) states, in part:

"Cities and counties shall maintain their existing commitment of local funds for street, road, and highway purposes in order to remain eligible for an allocation or apportionment of funds pursuant to Section 2032."

The city's established MOE for the RMRP is \$50,027. The city is required to meet the MOE amount annually in order to remain eligible for its annual RMRP fund allocation. Our review determined that the city expended a total of \$24,129 for street/road-related purposes from its discretionary funding sources in FY 2022-23 and did not meet its MOE amount. The city's MOE shortfall for FY 2022-23 is \$25,898, putting the city at risk of losing its funding eligibility for the RMRP funds it received during FY 2022-23 totaling \$15,265. If deemed ineligible, future RMRP fund allocations will be withheld equaling an amount not less than the FY 2022-23 allocation. The amount withheld will be reallocated to other cities, towns, and counties that complied with the MOE expenditures requirement.

Streets and Highways Code section 2036(f) allows a city, town, or county to make up the shortfall in the following fiscal year. Thus, the city **must** expend from its discretionary funding sources on street/road-related purposes an amount not less than \$75,925 during FY 2023-24 to remain eligible for the RMRP funds it received in FY 2022-23.

Pamela Eastlick, City Clerk
May 15, 2024
Page 2

If you have any questions, please contact the Local Government Audits Bureau by email at audrmr@sco.ca.gov.

Sincerely,

Original signed by

JERRY ZHOU, CPA, Audit Manager
Local Government Audits Bureau
Division of Audits

JZ/ab

cc: The Honorable Clif Munson, Mayor
City of Etna



City of Etna

Agenda Request

Date of Meeting: 6.24.24

Spokesperson(s): City Council & Staff

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

Subject/Request: 2024/2025 Budget

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

Discuss/Approve 2024/2025 Budget.

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

2024/2025

DRAFT

Budget

CITY OF ETNA									
Salary Schedule 2024-2025									
	Schedule		A	2.85%	New A	B	C	D	E
<u>Police Non-Sworn Unit</u>									
Community Service Office	PD		25.00	0.71	25.71	26.48	27.28	28.10	28.94
<u>Police Sworn Unit</u>									
Police Officer	PD		25.50	0.73	26.23	27.01	27.82	28.66	29.52
Police Sargent	PD		28.00	0.80	28.80	29.66	30.55	31.47	32.41
Police Chief	PD		37.10	1.06	38.16	39.30	40.48	41.70	42.95
Detective	PD		28.00	0.80	28.80	29.66	30.55	31.47	32.41
On Call	PD		\$5.00/hr			Max. per year 5000 hr per year			
<u>Fire</u>									
Fire Chief	VF		1,000.00		1200.00	1,400.00	1,600.00	1,800.00	2,000.00
Assistant Fire Chief	VF		500.00		600.00	700.00	800.00	900.00	1,000.00
Secratery			160.00		170.00	180.00	190.00	200.00	
<u>Ambulance</u>									
Director	AM		31.00	0.88	31.88	32.84	33.83	34.84	35.89
Assist. Director	AM		24.00	0.68	24.68	25.42	26.19	26.97	27.78
Paramedic	AM		40.00						
EMT	AM		30.00						
Driver			20.00						
Standby-Paramedic	AM		25.00						
Standby-EMT			20.00						
Standby-Driver	AM		16.50			or \$1 above minimum wage			
On Call	AM		\$5.00/hr			Max. per year 5000 hr per year			
<u>Public Works</u>									
Maintenance Worker I	PW		21.00	0.60	21.60	22.25	22.91	23.60	24.31
Maintenance Worker II	PW		26.00	0.74	26.74	27.54	28.37	29.22	30.10
Department Head	PW		31.00	0.88	31.88	32.84	33.83	34.84	35.89
<u>City Hall</u>									
City Clerk	CH		31.00	0.88	31.88	32.84	33.83	34.84	35.89
Asst Clerk	CH		24.00	0.68	24.68	25.42	26.19	26.97	27.78
<u>Pool</u>									
Pool Manager	PR		21.00						
Lifeguard I	PR		16.50			or \$.50 above Minimum Wage			
Lifeguard II	PR		17.00			or \$1 above Minimum Wage			
Lifeguard III	PR		17.50			or \$1.50 above Minimum Wage			

CITY OF ETNA 2024/2025 PERSONNEL BUDGET

Position	City Clerk	Asst City Clerk 3/4	Public Works	PT PW 1/2	Public Works 3/4	Police Chief	Police Officer Clint	Police Officer 3/4	Police Officer full	Police Officer DOJ Grant	Police Detective 1/2	Police Reserve	Code Enforcemen 1/2	Pool PTers	Volun. Firemen	Amb. Director	TOTAL	
# of part time or volunteers													1		12			
701.00 Salaries Regula	68,307	-	72,467			79,373	57,866		54,558	56,181					-	68,307	457,059	
703.00 Salaries Part Ti	-	39,655		23,140	33,696			44,710			40,872		27,539	45,000	20,200	38,000	312,812	769,871
710.00 FICA	5,226	3,034	5,544	1,770	2,578	6,072	4,427	3,420	4,174	4,298	3,127	-	2,107	3,443	1,545	8,132	58,895	
PERS employer	6,933	3,121	7,355	1,821	3,420	13,144	6,394	4,940	6,029	6,208	4,516		-	-	-	5,376	69,258	
" employee	4,782		5,073	-	2,359	5,556							-	-	-		17,769	
720.00 Health Insur.	17,619			-	17,619	12,112	12,112	12,112	12,112					-	-	17,619	101,306	
721.00 Health Insr. Allow.		6,056	8,810							6,056	6,056						26,978	
725.00 Workers Comp	1,003	582	11,618	3,710	5,402	3,801	2,851	2,202	2,688	2,768	1,435	230	1,357	7,215	8,359	10,951	66,172	66,172
730.00 State Taxes	242	242	242	242	242	242	242	242	242	242	242		242	750	325	1,900	5,879	
Personnel Tot:	104,112	52,690	111,109	30,683	65,316	120,301	83,891	67,627	79,802	75,752	56,248	230	31,245	56,407	30,429	150,286	1,116,128	1,116,128
745 SCORE Liability	6,932	3,508	7,398	2,043	4,349	8,010	5,586	4,503	5,314	5,044	3,745	15	2,080	3,756	2,026	10,007	74,319	74,319
General Fund																	FTE	
Clerk	40%	15%															0.55	
Police						50%											0.50	
FJ Police						50%		100%	100%		50%	50%	50%				4.00	
DOJ Grant	5%								100%								1.05	
Fire															100%		1.00	
Buildings			5%	5%	5%												0.15	
Streets			15%	25%	10%												0.50	
Parks			5%	5%	5%												0.15	
Swimming Pool	2%	2%	5%		5%									100%			1.14	
Gas Tax-General			15%	25%	5%												0.45	
Water	25%	40%	25%	20%	35%												1.45	
Sewer	25%	40%	25%	20%	35%												1.45	
Ambulance	3%	3%	5%													100%	1.11	
State COPS Fund 53							100%				50%	50%	50%				2.50	
Check sum	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	6/21/2024	

General Fund Revenue	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Total Revenues	730,450	732,511	799,557
Total Expenditures	755,774	676,530	945,253
Total Over/Under	(25,324)	55,981	(145,697)
Dept: 00 General			
401.00 Sec. & Unsecl'D Prop Tx	125,000	136,531	140,000
415.00 Int., Penlt., Delq Tax	500		
420.00 Sales Tax	115,000	86,876	125,000
425.00 Trans. Occupancy Tax (TOT)	21,000	11,396	22,000
430.00 Franchise Tax Pac Power	8,200	7,870	8,000
435.00 Business License Tax	6,000	5,586	5,700
440.00 Real Property Trnsfr Tax	2,500	1,374	1,200
450.00 Animal License	1,000	854	1,500
455.00 Animal Fines	500		
460.00 Other Court Fines	1,400	1,664	2,000
465.00 Booking Fees	150		200
480.00 Interest Earnings	500	127	1,200
485.00 Rent	6,300	5,936	6,300
490.00 Penalties & Delq. Fee	100	30	
500.00 Siskiyou VLF	91,000	97,304	100,000
503.00 State Of Ca VLF	900	845	900
505.00 HO Property Tax Relief	1,500	1,502	2,000
515.00 Prop 172 Public Safety	12,500	11,381	10,000
521.00 POST Reimbursement	1,500		-
525.00 Other State Revenues	100	81	100
530.00 Zoning & Subdivision Fees	1,000	1,945	2,000
534.00 Police Reimbursable	2,500	2,408	2,311
535.00 Special Police Dept Fees	100	100	100
540.00 Fire Strike	-	-	
545.00 Animal at Large	-		
555.00 Parks & Recreation Fees	7,200	5,935	6,500
599.10 Fort Jones PD	223,000	223,156	236,545
599.20 DOJ Funds	81,000	103,000	125,000
605.00 State Grants	-		
615.00 COVID Funds	-		
620.00 WC Refund	-		
625.00 Insurance Refund	-	6,722	
630.00 Admin Fees	-		
640.00 Prior Year Cost Reimbursement	19,000	18,806	
650.00 Unclassified Revenue	1,000	1,083	1,000
690.00 Transfer In	-		
Total	730,450	732,511	799,557

General Fund Expenditures	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Total:	755,774	676,530	945,253
Dept: 20 City Council			
735.00 Travel & Training	200	187	400
750.00 Dues And Subscriptions	-	400	400
760.00 Professional & Contract Services	34,000	22,698	79,040
760.01 IT	-		
760.02 Ec. Dev. Council			6,000
770.00 Election Expense	-		1,000
780.00 Attorney Fees		4,003	5,000
874.00 CIIC	600		600
875.00 Special Supplies & Equip	-		
Subtotal	34,800	27,288	92,440
Dept: 25 City Clerk			
701.00 Salaries Regular	39,792	31,144	27,323
703.00 Salaries PT	7,616	6,603	5,948
710.00 Ss/Mc Tax Expense	2,403	2,939	2,545
715.00 Pers Retirement	4,842	5,388	5,154
716.00 457 Retirement	400	404	450
720.00 Health Insurance	6,642	6,420	7,048
721.00 Health Allowance	775	680	908
725.00 W/C	753	667	489
730.00 Sui Tax Expense	137	96	133
735.00 Travel & Training	1,500	1,163	1,000
737.00 Admin Fees	250	204	
745.00 SCORE Liability	3,187	3,184	3,299
750.00 Dues And Subscriptions	1,500	12,125	2,000
755.00 Performance Bonds	300	280	300
760.00 Prof & Contract Svcs	5,000	5,784	
760.01 IT Service & Equipment	6,500	8,132	7,000
760.02 Pre-Audit Fees	3,000	-	12,000
765.00 Audit Fees	10,000	4,013	10,000
780.00 Attorney Fees	19,000	20,297	22,000
782.00 Engineer Fees	6,000	5,500	6,000
783.00 Planning Services	3,500	5,510	3,500
800.00 Advertising	200	291	200
810.00 Public Notice	600		3,000
811.00 Recording Fees	100	50	
820.00 Postal Expense	1,000	995	1,000
825.00 Bank Charges	500	1,074	1,200
826.00 Penalties/Interest	500		
830.00 Telephone Expense	3,000	2,896	3,000
830.30 Cellular Expense	1,000	1,070	1,200
870.00 Office Supplies	5,000	6,692	5,000
875.00 Special Supplies & Equip	2,000	1,632	2,000
879.00 Reimbursable Expenses	-		
990.00 Calpers Unfunded Liab	2,633	2,810	2,705
Subtotal	139,630	138,041	136,402

Dept: 40 Law Enforcement	23-24 w/Amendments	23-24 YTD	24-25 Proposed
701.00 Salaries Regular	23,150	25,219	50,598
701.50 On Call Pay		619	-
702.00 Overtime		-	
703.00 Salaries PT			
705.00 Uniform Allowance	850	-	1,000
709.00 Volunteer	-		
709.50 Volunteer Fire	-		
710.00 Ss/Mc Tax Expense	1,771	1,977	3,871
715.00 Pers Retirement	5,429	5,526	10,556
716.00 457 Retirement	350	49	100
720.00 Health Insurance	3,044	4,021	8,478
721.00 Health Allowance	-		
725.00 Workers Comp.	1,770	3,688	2,454
730.00 Sui Tax Expense	53	62	169
735.00 Travel & Training	500	7	500
740.00 Medical Expenses	500		-
743.00 SCORE Vehicle	332	332	448
745.00 SCORE Liability	2,424	5,092	5,068
746.00 Self Insurance Ded. Losses	-		
748.00 Property Insurance	2,528	2,527	586
750.00 Dues And Subscriptions	1,000	869	1,000
760.00 Prof & Contract Svcs	2,000	806	1,000
760.10 IT Supplies & Equipt	1,000	5,041	8,000
762.00 Sheriff'S Contract	10,250	10,250	10,250
763.00 Animal Control Exp	-		
780.00 Attorney Fees	5,000	12,507	10,000
820.00 Postal Expense	100	85	100
830.00 Telephone Expense	1,000	1,790	2,000
830.30 Cellular	1,200	924	1,200
840.10 Electric	700	860	1,000
840.20 Heating	2,000	1,119	1,500
850.00 Equipt Maintenance	-		
860.00 Vehicle Maintenance	5,000	4,871	1,000
865.00 Vehicle Fuel & Oil	5,000	3,955	5,000
870.00 Office Supplies	1,000	1,816	1,000
875.00 Special Supp & Equip	5,000	2,891	5,000
879.00 Reimbursable Expense	-		
880.00 Maintenance & Supplies	1,000	903	1,000
900.00 CAPITOL OUTLAY		2,361	2,311
990.00 Unfunded Liability	6,138	20,964	12,295
Subtotal	90,089	121,129	147,484

	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Dept: 41-Fort Jones PD			
701.00 Salaries Regular	97,885	27,790	53,572
701.50 On Call Pay	4,000	4,138	5,000
702.00 Overtime	2,500	352	1,000
703.00 Salaries PT	26,560	27,336	78,915
705.00 Uniform Allowance	2,000		2,000
709.50 Volunteer Fire	-		
710.00 Ss/Mc Tax Expense	9,520	4,561	10,135
715.00 Pers Retirement	14,470	5,271	17,090
716.00 457 Retirement	500	417	500
720.00 Health Insurance	18,518	2,670	24,830
721.00 Health Allowance	1,015		
725.00 Workers Comp.	9,123	9,239	6,226
730.00 Sui Tax Expense	1,459	228	678
735.00 Travel & Training	-		
737.00 Admin. Fees	-		
740.00 Medical Expenses	-		
743.00 SCORE Vehicle Ins.	332	332	448
745.00 SCORE Liability	12,028	12,005	12,746
748.00 Property Insurance			586
750.00 Dues And Subscriptions	-		
760.00 Prof & Contract Svcs	-		
760.10 IT Supplies & Equipt	1,000	766	1,500
762.00 Sheriff'S Contract	10,500	5,125	10,500
763.00 Animal Control Exp	-		
780.00 Attorney Fees	-		
800.00 Advertising	-		
820.00 Postal Expense	-	5	
830.00 Telephone Expense	-		
830.30 Cellular	850	1,331	1,500
860.00 Vehicle Maintenance	1,000	176	500
865.00 Vehicle Fuel & Oil	7,000	3,395	5,000
875.00 Special Supp & Equip	5,000	703	1,000
880.00 Maintenance/ Supplies	3,100	2,837	3,000
899.30 FJ Expenditures	-	207	
900.00 Calital Outlay		24,735	22,157
990.00 Calpers Unfunded Liab	2,046	259	10,004
Subtotal	230,406	133,878	268,887

	23-24 w/Amendments	23-24 YTD.	24-25 Proposed
Dept. 42-DOJ Grant			
701.00 Salaries Regular	45,656	52,746	59,596
701.50 On Call Pay	8,000	7,559	5,000
702.00 Overtime	3,500	1,408	3,500
705.00 Uniform Allowance	1,000	1,000	1,000
710.00 Ss/Mc Tax Expense	3,493	5,108	4,559
715.00 Pers Retirement	5,155	5,245	6,794
716.00 457 Retirement	-		
720.00 Health Insurance	738	803	881
721.00 Health Allowance	4,059	5,063	6,056
725.00 SCORE W/C Liability	3,324	3,229	2,818
730.00 Sui Tax Expense	443	151	254
735.00 Travel & Training	2,000	1,426	1,500
740.00 Medical Expenses	-		
743.00 SCORE Vehicle	332	332	448
745.00 SCORE Liability	4,257	4,336	5,391
748.00 Property Insurance			748
830.30 Cellular	500	607	700
860.00 Vehicle Maintenance	1,000	413	500
865.00 Vehicle Fuel & Oil	4,500	3,801	5,000
900.00 Capital Outlay		10,567	8,289
990.00 Calpers Unfunded Liab	329	-	546
Subtotal	88,286	103,793	113,580

	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Dept: 50 Fire Prevention			
701.00 Salaries Regular	-		
703.00 Salaries PT	17,500	16,524	20,200
705.00 Uniform Allowance	1,000		1,000
708.00 Stipend	4,000		
710.00 Ss/Mc Tax Expense	1,377	1,264	1,545
725.00 Workers Comp.	12,843	12,356	8,359
730.00 Sui Tax Expense	166	166	325
735.00 Travel & Training	-		
740.00 Medical Expenses	200	127	200
743.00 SCORE Vehicle	1,767	1,767	987
745.00 SCORE Liability	2,210	2,214	2,026
748.00 Property Insurance	6,444	6,593	6,118
750.00 Dues And Subscriptions	-	75	
760.00 Prof & Contract Servcs	150		
760.01 IT	1,550	1,601	1,000
830.00 Telephone Expense	1,000	887	1,000
830.30 Cellular	50		50
840.10 Electric	200	156	200
840.20 Heating	1,500	1,314	1,500
850.00 Equipment Maintenance	-		
860.00 Vehicle Maintenance	4,500	4,346	10,000
865.00 Vehicle Fuel & Oil	2,500	2,660	3,000
870.00 Office Supplies	100		100
875.00 Special Sup & Equip	4,500	4,800	5,000
880.00 Maintenance & Supplies	2,500	20	100
Subtotal	66,058	56,869	62,710
Dept: 51 Strike Team			
709.50 Volunteer Fire	-		
710.00 Ss/Mc Tax Expense	-		
725.00 SCORE W/C Liability	-		
730.00 Sui Tax Expense	-		
745.00 SCORE Liability	-		
Subtotal	-	-	

	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Dept: 55 Buildings			
701.00 Salaries Regular	3,421	3,169	3,623
702.00 Salaries OT	-		
703.00 Salaries PT	2,638	317	2,842
710.00 Ss/Mc Tax Expense	387	294	495
715.00 Pers Retirement	733	561	1,025
716.00 457 Retirement	-	6	10
720.00 Health Insurance	977	132	881
721.00 Health Ins. Allow	369	348	440
725.00 SCORE W/C	1,133	1,148	1,037
730.00 Sui Tax Expense	48	9	56
745.00 SCORE Liability	572	573	690
748.00 Property Insurance	19,780	17,391	16,137
760.00 Prof & Contract Svcs	-	2,281	2,500
785.00 Property Taxes	300	441	500
840.10 Electric	5,000	2,979	3,500
840.20 Heating	7,000	8,681	9,000
840.30 Trash	1,500	1,367	1,500
875.00 Special Supp & Equip	6,500	313	6,500
880.00 Maint & Supplies	3,000	2,219	3,000
990.00 Calpers Unfunded Liab	349	282	528
Subtotal	53,707	42,512	54,264
	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Dept: 60 Highways & Streets			
701.00 Salaries Regular	10,262	9,508	10,870
702.00 Salaries - Overtime	-		
703.00 Salaries-PT	-	9,815	9,155
710.00 Ss/Mc Tax Expense	785	1,545	1,532
715.00 Pers Retirement	1,821	2,318	2,968
716.00 457 Retirement	-	186	200
720.00 Health Insurance	-	3,662	1,762
721.00 Health Insurance Allowance	1,107	878	1,321
725.00 SCORE W/C Liability	2,299	2,328	3,210
730.00 Sui Tax Expense	78	79	188
743.00 SCORE Vehicle	483	483	270
745.00 SCORE Liability	1,103	1,123	2,055
750.00 Dues & Subscriptions	500		
760.00 Prof & Contract Svcs	500		
790.00 License & Permits	100	91	100
830.00 Telephone Expense	350	374	400
830.30 Cellular	600	482	600
840.10 Electric	500	394	500
840.20 Heating	1,000	388	500
840.30 Trash	2,000	1,367	1,500
850.00 Equipment Maintenance		379	500
860.00 Vehicle Maintenance	1,000	33	500
865.00 Vehicle Fuel & Oil	1,500	1,120	1,200
867.00 Traffic Safety	-		5,000
875.00 Special Supp & Equip	-		
880.00 Maint & Supplies	3,500	1,912	5,000
990.00 Calpers Unfunded Liab	1,047	1,007	1,438
Subtotal	30,535	39,473	50,769

Dept: 70 Parks & Recreation	23-24 w/Amendments	23-24 YTD	24-25 Proposed
701.00 Salaries Regular	3,421	3,169	3,623
702.00 Salaries - Overtime	-		
703.00 Salaries - PT	2,394	317	2,842
710.00 Ss/Mc Tax Expense	502	294	495
715.00 Pers Retirement	876	561	1,025
716.00 457 Retirement	100	6	100
720.00 Health Insurance	738	132	881
721.00 Health Ins Allowance	369	348	440
725.00 SCORE W/C	1,328	1,148	1,037
730.00 Sui Tax Expense	67	9	56
745.00 SCORE Liability	700	582	690
748.00 Property Insurance	269	269	
760.00 Prof & Contract Svcs	3,500	2,883	3,000
830.00 Telephone Expense	600	400	-
840.10 Electric	400	422	500
840.30 Trash	2,000	2,117	2,500
830.00 Vehicle Maint	500	-	
865.00 Vehicle Fuel & Oil	150		
875.00 Special Supp & Equip	2,000		
880.00 Maint & Supplies	2,000	609	1,000
990.00 Calpers Unfunded Liab	349	282	528
Subtotal	22,263	13,547	18,717

Fund 20: Water Imp. Fund	23-24 w/Amendments	23-24 YTD	24-25	Proposed
Total Revenues	3,400	2,200		83,000
Total Expenditures	-	-		75,125
Total Over/Under	3,400	2,200		7,875
Revenue	-			
480.00 Interest Earnings	1,400	2,200		3,000
565.00 Water Connection Fees	2,000			
591.00 Water Revenue	-			
690.00-Transfer In	-			80,000
	-			
Total	3,400	2,200		83,000
	-			
Expenditures	-			
737.00 Admin. Fees	-			
760.00 Professional/Contract Services	-			
880.00 Maintenance/Supplies	-			
881.35 Cleveland St. (WaterLine)				75,125
950.00 Transfer Out	-			
	-			
Total	-	-		75,125
605.15 Prop 68-SWTC Planning	-			
605.20 DWR Drought Relief	1,000,000	35,695		1,500,000
605.25 EDWG Grant Revenue	8,000,000			
881.15 Prop 68-SWTC Planning	-			-
881.20 DWR Drought Relief	1,000,000	295,457		1,500,000
881.25 EDWG Grant Exp.	8,000,000	-		8,000,000

Fund 22 RMRA	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Total Revenues	16,574	12,671	17,715
Total Expenditures	110,000	-	-
Total Over/Under	(93,426)	12,671	17,715
		72,971	90,686
Revenue	-		
480.00 Interest Earnings	-		
522.00 RMRA Revenue	16,574	12,671	17,715
690.00 Transfer in	-		
Total	16,574	12,671	17,715
Expenditures	-		-
760.00 Prof & Contract Svc	-		-
Total	110,000		-

RSTP-Cleveland St.-Revenue	110,000	5,888	104,112
RSTP-Cleveland St. Exp.	110,000	16,018	93,982

22-60-881.40 Street Proj. TBD			90,000
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Fund 24 STIP	22-23 Adopted	23-24 YTD	24-25 Proposed
Total Revenues	-	-	-
Total Expenditures	-	-	-
Total Over/Under	-	-	-
Revenue			
480.00 Interest Earnings			500
690.00 Transfer in	-		
Total	-	-	
Expenditures			
760.00 Prof & Contract Svc			
Total	-	-	
STIP-Main St.-Revenue		15,191	41,809
STIP-Main St. Exp.		15,191	41,809

Gas Tax	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Total Revenues	39,018	40,924	25,686
Total Expenditures	35,945	40,925	32,542
Total Over/Under	3,073	(0)	(6,856)
Cash on hand		87,591	
Revenue			
480.00 Interest Earnings	-	400	
580.00 Gas Tax - 2105	4,291	3,071	4,318
581.00 Gas Tax - 2106	7,943	6,050	8,027
582.00 Gas Tax - 2107	5,147	4,121	5,888
583.00 Gas Tax - Snow Removal	-		
584.00 Gas Tax - 2107.5	1,000	1,000	1,000
587.00 Gas Tax-2103	6,337	4,640	6,453
690.00 Transfer in	-		
Reserve	14,300	21,642	
Total	39,018	40,924	25,686
Expenditures			
701.00 Salaries Regular	10,262	10,279	10,870
703.00 Salaries-PT	2,394	10,048	7,470
710.00 Ss/Mc Tax Expense	1,025	1,555	1,403
715.00 Pers Retirement	2,061	2,319	2,679
716.00 457 Retirement	240	191	200
720.00 Health Insurance	738	3,728	881
721.00 Health Insurance Allowance	1,107	-	1,321
725.00 Workers Comp.	2,861	2,700	2,940
730.00 Sui Tax Expense	100	79	167
745.00 SCORE Liability	1,310	1,331	1,838
760.00 Prof & Contract Svc	1,500	1,500	1,500
880.00 Maintenance & Supplies	5,300	5,225	
880.01 Snow Removal	-		
900.00 Capital Outlay	6,000	900	
990.00 Calpers Unfunded Liab	1,047	1,070	1,273
Total	35,945	40,925	32,542

25-60-881.40 Street Project TBD	\$	75,000.00
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Fund 29: LTC	23-24 Adopted	23-24 YTD.	24/25 Proposed
Total Revenues	72,200	57,320	62,722
Total Expenditures	37,500	29,882	26,933
Total Over/Under	34,700	27,438	35,789
Revenue			
480.00 Interest Earnings	100	\$ 201	500
585.00 Local Transportation Funds	36,000	\$ 28,459	30,861
	36,100	28,660	31,361
	-		
Total	72,200	57,320	62,722
Expenditures			
867.00 Traffic Safety	20,000	12,715	7,000
868.00 STAGE Exp.	17,500	17,167	19,933
Total	37,500	29,882	26,933

Expense			
29-60.881.40 Street Proj. TBD			150,000
TOTAL			150,000

Fund 40: Water	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Total Revenues	193,600	212,917	228,252
Total Expenditures	160,388	130,372	224,198
Total Over/Under	33,212	82,545	4,054
Revenue			
480.00 Interest Earnings	2,600		2,000
490.00 Penalties & Delinquent Fees	8,500	5,931	6,500
590.00 Water Usage	100,000	116,264	119,752
591.00 Water Revenue	500		
593.00 Water Meter Flat Fee	82,000	90,722	100,000
690.00 Transfer In	-		
Total	193,600	212,917	228,252
Expenditures			
701.00 Salaries Regular	33,223	34,546	35,154
702.00 Salaries - Overtime	-		
703.00 Salaries-Part-time	28,138	26,687	32,284
710.00 Ss/Mc Tax Expense	4,729	4,983	5,162
715.00 Pers Retirement	7,988	7,591	9,789
716.00 457 Retirement	1,000	1,271	600
720.00 Health Insurance	9,595	7,509	10,572
721.00 Health Insurance Allowance	3,912	3,912	4,625
725.00 Workers Comp.	7,348	7,340	6,021
730.00 Sui Tax Expense	653	193	457
735.00 Travel And Training	1,000	60	100
743.00 SCORE Vehicle	483	483	271
745.00 SCORE Liability	6,458	6,555	6,917
748.00 Property Insurance	10,471	10,484	9,729
750.00 Dues And Subscriptions	800	30	50
760.00 Professional & Contract Servcs	1,500	52	-
760.01 IT	1,000	754	1,000
760.02 Pre-Audit Fees	-		
765.00 Audit Fees	4,000		
780.00 Attorney Fees	1,000	1,181	1,000
782.00 Engineer Fees	-		
790.00 License & Permits	4,000	3,977	4,200
795.00 Laboratory Tests	2,000		
820.00 Postal Expense	650	988	1,000
827.00 Credit Card	2,000	1,521	2,000
830.00 Telephone Expense	500	374	400
830.30 Cellular	750	492	550
840.10 Electric	1,500	755	1,000
840.20 Heating	1,500	756	1,000
840.30 Trash	600		
850.00 Equipmt Maintenance	1,500		
860.00 Vehicle Maintenance	1,500	623	1,000
865.00 Vehicle Fuel & Oil	2,000	1,575	2,000
870.00 Office Supplies	700	80	100
875.00 Special Supp & Equip	1,000	19	500
877.00 Chemicals	10,000	525	500
880.00 Maintenance & Supplies	3,500	1,452	1,500
900.00 Capital Outlay	-		
950.00 Transfer Out			80,000
990.00 Calpers Unfunded Liab	3,391	3,603	4,717
Total	160,388	130,372	224,198

Fund 45: Sewer	23-24 w/Amendments	23-24 YTD	24-25 Proposed
Total Revenues	196,400	206,592	211,150
Total Expenditures	178,950	153,750	181,492
Total Over/Under	17,450	52,842	29,658
Revenue			
480.00 Interest Earnings	3,500	2	3,500
490.00 Penalties & Delinquent Fees	6,200	5,202	5,500
595.00 Sewer Revenues	180,000	196,262	202,150
597.00 Monthly Sewer Bond Fees	6,700	5,126	-
Total	196,400	206,592	211,150
Expenditures			
701.00 Salaries Regular	33,223	35,037	35,194
702.00 Salaries - Overtime	-		
703.00 Salaries-Part-time	28,584	27,187	32,284
710.00 Ss/Mc Tax Expense	4,729	5,059	5,162
715.00 Pers Retirement	7,988	7,685	9,789
716.00 457 Retirement	1,200	1,278	
720.00 Health Insurance	9,595	7,796	10,572
721.00 Health Insurance Allow	3,912	3,912	4,625
725.00 SCORE W/C	7,348	7,340	6,021
730.00 Sui Tax Expense	653	193	457
735.00 Travel & Training	1,000	110	400
743.00 SCORE Vehicle	6,458	483	271
745.00 SCORE Liability	6,555	6,555	6,917
748.00 Property Insurance	1,840	1,859	1,725
750.00 Dues & Subscriptions	-		
760.00 Professional & Contract Servc	5,000	5,333	5,500
760.01 IT	400	754	1,000
765.00 Audit Fees	4,000		10,000
782.00 Engineer Fees	5,000		-
785.00 Property Taxes	150	108	108
790.00 License & Permits	30,000	27,016	30,000
795.00 Laboratory Tests	1,200	2,492	
820.00 Postal Expense	650	1,056	1,000
827.00 Credit Card Fees	2,000		2,000
830.00 Telephone Expense	1,000	374	500
830.30 Cellular	750	492	600
840.10 Electric	2,000	3,994	4,000
840.20 Heating	450	755	1,000
860.00 Vehicle Maintenance	1,500	237	500
865.00 Vehicle Fuel & Oil	3,000	1,575	2,000
870.00 Office Supplies	150	80	150
875.00 Special Supp & Equipt	2,500		2,500
880.00 Maint & Supplies	1,000	1,011	1,500
897.00 1983 Loan Interest	1,500	375	1,000
900.00 Capital Outlay	-		
990.00 Calpers Unfunded Liab	3,616	3,603	4,717
Total	178,950	153,750	181,492

Fund 50-Ambulance	23-24 w/Amendments	23-24 YTD.	24-25 Proposed
Total Revenues	254,000	320,509	320,709
Total Expenditures	251,657	222,958	339,955
Total Over/Under	2,343	97,552	(19,246)
Revenue			
598.00 Ambulance Service Fees	254,000	320,209	320,209
598.10 Outside Services	-		
599.00 Education Revenue	-	300	500
Subtotal Dept. Revenue	254,000	320,509	320,709
701.00 Salaries Regular	69,835	67,414	73,980
702.00 OT Salaries	-	-	
703.00 Salaries PT	39,123	34,709	39,190
709.50 Volunteer Fire	-	6,135	
710.00 Ss/Mc Tax Expense	8,336	6,135	8,657
715.00 Pers Retirement	5,976	6,135	6,466
716.00 457 Retirement	100	182	
720.00 Health Insurance	15,204	16,400	18,148
721.00 Health Insurance Allowance		182	622
725.00 SCORE Workers Comp.	5,074	5,332	11,579
730.00 SUI	2,934	839	1,927
735.00 Travel & Training	1,000	298	
740.00 Medical Expenses	2,000		
743.00 SCORE Vehicle	496	496	
744.00 SCORE Liability	10,001	10,093	10,640
747.00 Commercial Auto	5,226	5,100	7,200
748.00 Property Insurance	1,754	1,754	1,628
750.00 Dues And Subscript	2,650	1,620	1,800
760.00 Pro & Contract Svcs	26,100	24,201	26,000
760.01 IT	4,000	1,218	1,000
780.00 Attorney Fees	2,500	1,064	1,000
800.00 Advertising	-		
820.00 Postal Expense	-		
830.00 Telephone Expense	1,300	1,521	1,800
830.30 Cellular	1,500	882	950
840.10 Electric	3,500	2,363	2,800
840.20 Heating	1,000		-
850.00 Equip.Maint.	-		
860.00 Vehicle Maintenance	10,000	5,364	10,000
865.00 Vehicle Fuel & Oil	10,000	7,986	8,500
870.00 Office Supplies	1,000	1,228	1,000
872.00 Medical Supplies	12,000	8,632	10,000
875.00 Special Supp & Equip	7,000	4,824	5,000
880.00 Maintenance/Supplies	1,500	323	500
888.00 Bad Debt Exp.	-		
900.00 Capital Outlay			88,000
990.00 Unfunded Liability	547	528	1,568
Subtotal	251,657	222,958	339,955

Fund 50-Ambulance	23-24 w/Amendments	23-24 YTD.	24-25 Proposed
Total Revenues	254,000	320,509	320,709
Total Expenditures	251,657	222,958	339,955
Total Over/Under	2,343	97,552	(19,246)
Revenue			
598.00 Ambulance Service Fees	254,000	320,209	320,209
598.10 Outside Services	-		
599.00 Education Revenue	-	300	500
Subtotal Dept. Revenue	254,000	320,509	320,709
701.00 Salaries Regular	69,835	67,414	73,980
702.00 OT Salaries	-	-	
703.00 Salaries PT	39,123	34,709	39,190
709.50 Volunteer Fire	-	6,135	
710.00 Ss/Mc Tax Expense	8,336	6,135	8,657
715.00 Pers Retirement	5,976	6,135	6,466
716.00 457 Retirement	100	182	
720.00 Health Insurance	15,204	16,400	18,148
721.00 Health Insurance Allowance		182	622
725.00 SCORE Workers Comp.	5,074	5,332	11,579
730.00 SUI	2,934	839	1,927
735.00 Travel & Training	1,000	298	
740.00 Medical Expenses	2,000		
743.00 SCORE Vehicle	496	496	
744.00 SCORE Liability	10,001	10,093	10,640
747.00 Commercial Auto	5,226	5,100	7,200
748.00 Property Insurance	1,754	1,754	1,628
750.00 Dues And Subscript	2,650	1,620	1,800
760.00 Pro & Contract Svcs	26,100	24,201	26,000
760.01 IT	4,000	1,218	1,000
780.00 Attorney Fees	2,500	1,064	1,000
800.00 Advertising	-		
820.00 Postal Expense	-		
830.00 Telephone Expense	1,300	1,521	1,800
830.30 Cellular	1,500	882	950
840.10 Electric	3,500	2,363	2,800
840.20 Heating	1,000		-
850.00 Equip.Maint.	-		
860.00 Vehicle Maintenance	10,000	5,364	10,000
865.00 Vehicle Fuel & Oil	10,000	7,986	8,500
870.00 Office Supplies	1,000	1,228	1,000
872.00 Medical Supplies	12,000	8,632	10,000
875.00 Special Supp & Equip	7,000	4,824	5,000
880.00 Maintenance/Supplies	1,500	323	500
888.00 Bad Debt Exp.	-		
900.00 Capital Outlay			88,000
990.00 Unfunded Liability	547	528	1,568
Subtotal	251,657	222,958	339,955

Fund 53-COPS	23-24 w/Amendments	23-24 Jul-Jun.	24-25 Proposed
Total Revenues	274,765	186,176	185,500
Total Expenditures	275,642	288,280	218,970
Total Over/Under	(877)	(102,104)	(33,470)
Revenue			
480.00 Interest Earnings	3,600	7	500
520.00 COPS Revenues	186,160	186,159	185,000
535.00 Special PD Fees	505	10	-
537.00 CCW	-		
690.00 Transfers In	-		
Prior Year Revenue	84,500		
Total	274,765	186,176	185,500
Expenditures			
701.00 Salaries Regular	83,907	90,098	87,626
701.50 On Call Pay	14,560	8,020	5,000
702.00 Salaries OT	2,500		
703.00 Salaries PT	26,560	27,335	34,206
705.00 Uniform Allowance	1,000		1,000
710.00 SS/MC	5,513	9,791	9,330
715.00 PERS Retirement	11,115	16,305	12,934
716.00 457 Retirement	-	1,031	
720.00 Health Ins	15,474	13,780	21,196
721.00 Health Ins. Allow	2,500	2,527	
725.00 Workers Comp.	8,419	9,702	5,085
730.00 Sui Tax Expense	1,250	436	605
735.00 Travel & Training	400	189	
743.00 Vehicle Insurance	332	332	
745.00 SCORE-Liability	13,712	12,432	11,425
748.00 Property Insurance			586
750.00 Dues & Subscriptions	400		-
760.00 Prof. & Contract Service	800	-	-
760.01 IT Services	1,000	461	-
780.00 Attorney Fees		3,835	-
830.00 Telephone	1,500	1,790	2,000
830.30 Cellular	1,000	888	1,000
840.10 Electric	500	860	500
840.20 Heating	2,000	1,118	1,300
860.00 Vehicle Maint	5,000	5,768	500
865.00 Vehicle Fuel	4,500	6,421	7,000
870.00 Office Supplies	500	808	-
875.00 Special Supplies	5,000	8,840	5,000
899.10 PAL(Library)	5,000	-	5,000
900.00 Capital Outlay	55,000	59,376	-
950.00 Transfers Out	5,000	5,000	5,000
990.00 CalPERS Unfunded Liab	1,200	1,138	2,677
Total	275,642	288,280	218,970

Fund 60-Fire Dept. Replmnt	23-24 w/Amendments	23-24 Jul-Jun.	24-25 Proposed
Total Revenues	18,000	-	-
Total Expenditures	15,000	-	-
Total Over/Under	3,000	-	-
Revenue	-		
480.00 Interest Earnings	-		
606.00 50/50 Grant	18,000		
690.00 Transfers In	-		
	-		
Total	18,000	-	
	-		
Expenditures	-		
860.00 Vehicle Maintenance	-		
875.00 Special Dept. Supplies & Equip.	15,000		
950.00 Transfer Out	-		
Total	15,000	-	

Fund 61-Ambulance Replacement	23-24 w/Amendments	23-24 Jul-Jun.	24-25 Proposed
Total Revenues			
Total Expenditures			
Total Over/Under			
Revenue			
480.00 Interest Earnings			
690.00 Transfers In			
Total			
Expenditures			
875.00 Special Dept. Supplies/Equipment			
950.00 Transfers Out			
Total			

Fund 62-Police Dept Repalcement	23-24 w/Amendments	23-24 July-Dec.	24-25 Proposed
Total Revenues	700	315	15,500
Total Expenditures	5,000	-	15,000
Total Over/Under	(4,300)	315	500
Revenue			
480.00 Interest Earnings	-		
535.00 Special Police Dept Fees	-	5	
537.00 CCW Permits	500	210	500
560.00 Tow Fees/14601 Admin.	200	100	
Wellness Grant	-		15,000
Total	700	315	15,500
Expenditures			
875.00 Special Dept. Supplies/Equipment	5,000		15,000
950.00 Transfers Out			
Total	5,000	-	15,000

Fund 70: CDBG	23-24 w/Amendments	23-24 July-June.	24-25 Proposed
Total Revenues	17,200	8,005	101,154
Total Expenditures	108,000	2,542	101,154
Total Over/Under	(90,800)	5,463	-
Revenue			
480.00 Interest Earnings	5,200	1,268	1,500
482.00 Program Interest	17,000	6,737	17,000
605.00 State Grants	-		
630.00 Admin Fees	-		
Prior Year Program Income	-		82,654
Total	17,200	8,005	101,154
Expenditures	-		
701.00 Salaries Regular	-		
710.00 Ss/Mc Tax Expense	-		
715.00 Pers Retirement	-		
716.00 457 Retirement	-		
720.00 Health Insurance	-		
725.00 SCORE W/C Liability	-		
730.00 Sui Tax Expense	-		
760.00 Prof & Contract Services	102,750	1596	101,154
760.01 IT	-		
760.00 PreAudit Fees	-		
765.00 Audit Fees	-		
780.00 Attorney Fees	-	946	
800.00 Advertising	250		
820.00 Postal Expense	-		
847.00 GNC Administration	5,000		
950.00 Transfer Out	-		
990.00 Calpers Unfunded Liab	-		
Total	108,000	2,542	101,154