City of Etna

AGENDA FOR THE REGULAR MEETING OF THE ETNA CITY COUNCIL

DATE OF THE MEETING: September 28, 2026
TIME OF THE MEETING: 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. **CONSENT CALENDAR**
   a. Minutes of the Special Meeting August 19, 2026
   b. Minutes of the Regular Meeting August 24, 2026
   c. Minutes of the Special Meeting August 31, 2026
   d. Check Report 8.22 – 9.25
4. **CURRENT BUSINESS**
   a. Discuss/Approve Event Application for the Veterans Day Parade November 7, 2026
   b. Discuss/Approve Event Application for the Etna High School Homecoming Parade October 30, 2026
   c. Discuss/Approve Contract Change Order #1 R.B. Aldrich Construction Main Street Rehab Project for $40,750
   d. Discuss/Approve Proposal for Speed Bumps on Main Street
   e. Discuss/Approve Letter of Support from Mayor Cliff Munson for "The Plywood Palace: A Cool Haven for Scott Valley"
   f. Presentation: Charnna Gilmore – Park & Pool Grant Committee
   g. Discuss/Approve Flyer to be Included with the October 1st Water/Sewer Billing
   h. Discuss/Approve Rescinding Resolution 2026-010 Approving the Extension of Water and Wastewater Service to Residential Property Located Outside City Limits on APN 023-100-130
   i. Discuss/Approve Appeal of Penalty Charges and Request for Review of Billing Practice
   j. Discuss/Approve Continued Discussion on Appeal to Allow Staff Additional Time to Research Penalty Charges
   k. Discuss/Approve Department Credit Card Use
5. **CORRESPONDENCE**
   a. Resident Letter from Mary Burton
   b. Safety Communication from SCORE: Preparing for El Nino & Severe Weather
6. **DEPARTMENT REPORTS**
   *Police*Public Works*Fire*Ambulance*City Clerk*Mayor*City Council/Committee
7. **CITY COUNCIL STATEMENTS AND REQUESTS**
8. **CLOSED SESSION:** The City Council will recess to Closed Session to discuss the below item(s). At the conclusion of the Closed Session, Open Session will be reconvened and reportable action, if any, will be announced. Announcement of any action taken by the City Council in Closed Session required by the Ralph M. Brown Act (Government Code §54950 et. Seq.)
   a. Personnel Matters (Pursuant to Government Code §54957(b))
      1. Public Employee Performance Evaluation – City Clerk
      2. Public Employee Appointment – City Manager
      3. Public Employee Appointment – Ambulance EMT
9. **ADJOURNMENT**

Zoom Teleconference Information:

Phone: 1-669-444-9171 US Meeting ID: 833 0994 6886

https://us06web.zoom.us/j/83309946886

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.gov. Requests should be made as soon as possible but recommended between three days to one week prior to the scheduled meeting.

MINUTES
SPECIAL MEETING OF THE ETNA CITY COUNCIL
Wednesday August 19, 2026

Members of the Etna City Council met on this 19th day of August in person. Mayor Cliff Munson called the meeting to order and dispensed with the salute to the flag of the United States of America.

1. **Call to Order:**
   a. Pledge of Allegiance
   b. Roll Call

   Mayor Cliff Munson, Council Members Matt Eastlick, and John Stacher were present. Council Members Brandon Fawaz and Jason Deppen were absent.

2. **Public Comment:**

   None.

3. **Current Business:**

   a. **Discuss/Approve Resolution 2026-015 – A Resolution of the City of Etna Providing for the Appointment to the Office of City Council Member for the Member, City Council, Short Term Seat, Ordering the Cancellation of Said Election for that Seat Pursuant to Elections Code Section 10229**

      Mayor Munson removed this item from the agenda.

   b. **Discuss/Approve Main Street Change Order #1 for RB Aldrich Construction for $40,750.00**

      Mayor Munson explained that the Change Order is not well written and the Council unanimously approved tabling this item to a later meeting.

4. **Closed Session:**

   a. **Personnel Matters (Pursuant to Government Code §54957(b))**

      1. **Public Employee Appointment:**

         Public Works Department – Maintenance Worker I

         The Council unanimously approved the hire for Public Works Maintenance Worker I.

5. **City Council Statements & Requests:**

   None.

6. **Adjournment:**

   There being no further business Mayor Munson adjourned the meeting at 6:05 pm.

DRAFT

Respectfully submitted,

Jenny Bennett
Asst. City Clerk

DRAFT

MINUTES
REGULAR MEETING OF THE ETNA CITY COUNCIL
Monday August 24, 2026

Members of the Etna City Council met on the 24th day of August in person and 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

   Council Members Brandon Fawaz, Jason Deppen, Mayor Cliff Munson, and John Stacher were present. Councilmember Matt Eastlick was absent.

2. **Public Comments on Non-Agenda Items:**

   None.

3. **Consent Calendar:**
   a. **Minutes of the Regular Meeting July 27, 2026**
   b. **Minutes of the Special Meeting August 19, 2026**
   c. **Expense Approval Report 7.22 – 8.21**

   Councilmember Stacher made a motion to approve the Consent Calendar excluding the Minutes of the Special Meeting August 19, 2026. Councilmember Deppen seconded, and the motion passed.

   Ayes: Stacher, Munson, Deppen, Fawaz

4. **Current Business:**

   a. **Discussion: Park & Pool Community Survey Results**

   No action taken. Councilmember Stacher gave a background on this item. More discussion.

   b. **Discuss/Approve Advertising for a City Manager Position – Review Job Announcement**

   Councilmember Fawaz shared comments and provided an additional job description tailored more to a consultant type position. Fawaz made a motion to pursue advertising for a City Manager or Consulting Services. Councilmember Deppen is in favor of a consultant type position. More discussion. Fawaz made a motion to post the advertisement for a City Manager consistent with job description as provided in the packet or a consultant that is consistent with the outlined provided tonight. Deppen seconded the motion. Fawaz added to leave the advertisement open until September 15th and call a special meeting to interview candidates. More discussion about grants, revenue streams, expenses.

   Ayes: Stacher, Munson, Deppen, Fawaz

5. **Department Reports:**

Pool Manager Caitlin Bennett gave a brief end of the season pool report. The pool season received positive feedback and was successful. The pool had double the amount of swim lessons last year. The lifeguards did great. Councilmember Fawaz commented that he received a check from Friends of the Pool for the 2026 pool season for $15,000. Fawaz also received a letter from Jenny Zink (FOP.)

Public Works Director Dan Burbank reported that Thursday the contractors will be starting the undergrounding project on Main Street. Burbank believes there will be little impact on the businesses. Discussion regarding future paving projects.

Fire Chief Jake Deegan reported that the fire department has been doing Forest Service coverage assignments.

Police Chief Josh Short reported that his department has been extremely busy. Chief Short is proud of his officers stepping up and handling a few car thefts. They have been working on cyber crime cases. They have been assisting with truancy issues at the schools. Burbank requested more officer presence during dropoff and pickup at the elementary school. Fawaz requested a log from the speed trailer. Discussion regarding the parking situation at the Etna Brewery.

Mayor Munson thanked the public works department and the police department for helping an elderly lady with her tinted windows.

Councilmember Fawaz recommended that contract change orders get reviewed more thoroughly.

City Clerk Pamela Eastlick reported that the reimbursements have been coming in for the projects but there is still money that immediately flows out. Eastlick explained that it is a cash flow issue. Eastlick also reported that she has been working on getting the payrolls caught up while being in the middle with the new software conversion.

6. **City Council Statements and Requests:**

   Councilmember Fawaz may not make the October meeting.

7. **Closed Session:**

   b. **Personnel Matters (Pursuant to Government Code §54957(b))**

      1. **Public Employee Appointment – Ambulance Department EMT**

      The Council unanimously approved the EMT volunteer.

8. **Adjournment:**

   There being no further business, Mayor Pro Tem Brandon Fawaz adjourned the meeting at 7:22 pm.

Respectfully submitted,

Jenny Bennett
Asst. City Clerk

MINUTES
SPECIAL MEETING OF THE ETNA CITY COUNCIL
Monday August 31, 2026

Members of the Etna City Council met on this 31st day of August in person. Mayor Cliff Munson called the meeting to order and dispensed with the salute to the flag of the United States of America.

1. **Call to Order:**
   - **a.** Pledge of Allegiance
   - **b.** Roll Call

   Councilmembers Jason Deppen, Mayor Cliff Munson, Matt Eastlick, and John Stacher were present. Councilmember Brandon Fawaz arrived a few minutes late.

2. **Public Comment:**

   None.

3. **Consent Calendar:**

   None.

4. **Current Business:**

   a. Discuss/Approve Event Application Cancer Awareness Color Run

   Lorelei Claussen requested Council approval to host a color run event as her senior project. Claussen explained the details of the event.

   b. Discuss/Approve Going out to Bid for Electrical Work for the Pacific Power Underground Project

   Mayor Munson gave a background on this project. It was determined that the city does not need to go out to bid for an electrician. Public Works Director Dan Burbank has been working with Pacific Power regarding this. Burbank explained that the city can use credits to pay for an electrician but may need to go out to bid. More discussion on property owners and electrical panels.

   Councilmember Fawaz asked what the cost of the electrician would be. That information is unclear at this point. More discussion on permitting etc. Burbank explained that this is informational for tonight.

   c. Discuss/Approve Siskiyou County Sheriff Contract for Dispatch & Records Services

   Item tabled. Councilmember Fawaz recommended City Clerk Pamela Eastlick to follow up on 911 calls placed from a landline vs. cell phone and find out what percentage of the calls go which way. Also, it may be possible to find another contractor for dispatch and police. Clerk Eastlick will check on this. Fawaz would like to know if this contract is solely for police services.

5. **City Council Statements & Requests:**

None.

6. Adjournment:

There being no further business, Mayor Munson adjourned the meeting at 6:25 pm.

Respectfully submitted,

Jenny Bennett
Asst. City Clerk

DRAFT

Check Report

By Check Number

Date Range: 08/22/2026 - 09/25/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics CK-Operating Account						
1027	ACTIVE 911, INC.	09/08/2026	Regular	0.00	166.50	22866
1092	AT&T Mobility	09/08/2026	Regular	0.00	103.27	22867
1191	BURTON'S FIRE INC.	09/08/2026	Regular	0.00	1,244.22	22868
1195	C & K MARKET	09/08/2026	Regular	0.00	102.29	22869
1221	CALIFORNIA POLICE CHIEFS' ASSOCIATION	09/08/2026	Regular	0.00	254.00	22870
1336	COLANTUONO, HIGHSMITH & WHATLEY, PC	09/08/2026	Regular	0.00	7,499.00	22871
1361	CORE PSYCHOLOGICAL CORPORATION	09/08/2026	Regular	0.00	500.00	22872
1406	DANIEL BURBANK	09/08/2026	Regular	0.00	100.00	22873
VEN01007	Department of Health Care Services	09/08/2026	Regular	0.00	63.50	22874
VEN01007	Department of Health Care Services	09/08/2026	Regular	0.00	58.14	22875
1546	E & S ENGINEERS	09/08/2026	Regular	0.00	11,449.00	22876
1546	E & S ENGINEERS	09/08/2026	Regular	0.00	67,763.88	22877
1546	E & S ENGINEERS	09/08/2026	Regular	0.00	500.00	22878
1546	E & S ENGINEERS	09/08/2026	Regular	0.00	2,302.00	22879
1613	ETNA HARDWARE, INC.	09/08/2026	Regular	0.00	285.42	22880
1663	FORT JONES ACE HARDWARE	09/08/2026	Regular	0.00	21.44	22881
1773	HENRY SCHEIN MEDICAL	09/08/2026	Regular	0.00	544.08	22882
1930	KELLEY CREATE	09/08/2026	Regular	0.00	460.52	22883
1949	KIEP-ER KLEEN	09/08/2026	Regular	0.00	313.94	22884
1974	L.N. CURTIS & SONS	09/08/2026	Regular	0.00	60.43	22885
1974	L.N. CURTIS & SONS	09/08/2026	Regular	0.00	4,963.96	22886
1993	LAW OFFICE OF DARRIN MERCIER	09/08/2026	Regular	0.00	785.27	22887
2018	LIFE ASSIST	09/08/2026	Regular	0.00	287.60	22888
2021	LINCOLN AQUATICS	09/08/2026	Regular	0.00	1,554.18	22889
2102	MEAN GENE'S GAS	09/08/2026	Regular	0.00	5,011.09	22890
2169	MT. SHASTA AMBULANCE SERVICE	09/08/2026	Regular	0.00	565.00	22891
1001	NATHAN MENDES	09/08/2026	Regular	0.00	1,018.10	22892
2254	PACE SUPPLY CORP	09/08/2026	Regular	0.00	1,006.80	22893
2257	PACIFIC POWER	09/08/2026	Regular	0.00	4,884.05	22894
2295	PEACE OFFICERS LEGAL DEFENSE	09/08/2026	Regular	0.00	696.29	22895
2295	PEACE OFFICERS LEGAL DEFENSE	09/08/2026	Regular	0.00	48.00	22896
2296	PEACE OFFICERS RESEARCH ASSOC.	09/08/2026	Regular	0.00	237.00	22897
2296	PEACE OFFICERS RESEARCH ASSOC.	09/08/2026	Regular	0.00	24.00	22898
2322	PITNEY BOWES GLOBAL FINANCIAL SERVICES LL	09/08/2026	Regular	0.00	175.38	22899
2336	POSTMASTER	09/08/2026	Regular	0.00	134.00	22900
2344	PRIMO BRANDS	09/08/2026	Regular	0.00	107.42	22901
2492	SCOTT VALLEY AUTO PARTS	09/08/2026	Regular	0.00	971.21	22902
2496	SCOTT VALLEY DISPOSAL	09/08/2026	Regular	0.00	675.00	22903
2530	SHASTA SERVICES, INC. DBA TIMBERWORKS	09/08/2026	Regular	0.00	637,716.45	22904
2549	SHN CONSULTING ENGINEERS	09/08/2026	Regular	0.00	718.75	22905
2568	SISKIYOU COUNTY EDC	09/08/2026	Regular	0.00	500.00	22906
2599	SISKIYOU TELEPHONE	09/08/2026	Regular	0.00	1,184.09	22907
2759	TYLER TECHNOLOGIES INC	09/08/2026	Regular	0.00	1,543.19	22908
2789	VERITONE	09/08/2026	Regular	0.00	500.00	22909
2791	VERIZON WIRELESS	09/08/2026	Regular	0.00	150.96	22910
2849	WITTMAN ENTERPRISES, LLC	09/08/2026	Regular	0.00	1,645.72	22911
1100	AXON ENTERPRISE, INC.	09/17/2026	Regular	0.00	20,604.72	22912
1336	COLANTUONO, HIGHSMITH & WHATLEY, PC	09/17/2026	Regular	0.00	2,191.75	22913
1483	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	09/17/2026	Regular	0.00	32.00	22914
1551	ED STEINHOFF REPAIR	09/17/2026	Regular	0.00	53.27	22915
1773	HENRY SCHEIN MEDICAL	09/17/2026	Regular	0.00	209.31	22916
1974	L.N. CURTIS & SONS	09/17/2026	Regular	0.00	62.68	22917
2102	MEAN GENE'S GAS	09/17/2026	Regular	0.00	4,483.63	22918
2252	PACE ANALYTICAL	09/17/2026	Regular	0.00	548.80	22919

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2492	SCOTT VALLEY AUTO PARTS	09/17/2026	Regular	0.00	85.24	22920
2530	SHASTA SERVICES, INC. DBA TIMBERWORKS	09/17/2026	Regular	0.00	675,289.37	22921
2568	SISKIYOU COUNTY EDC	09/17/2026	Regular	0.00	500.00	22922
2759	TYLER TECHNOLOGIES INC	09/17/2026	Regular	0.00	9,117.09	22923
1000	CALPERS 457	08/28/2026	Bank Draft	0.00	214.19	DFT0000045
1000	CALPERS 457	08/28/2026	Bank Draft	0.00	537.82	DFT0000046
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	599.80	DFT0000047
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	412.44	DFT0000048
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	598.32	DFT0000049
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	252.00	DFT0000050
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	552.51	DFT0000051
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	565.34	DFT0000052
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	873.85	DFT0000053
1226	CALPERS RETIRE	08/28/2026	Bank Draft	0.00	860.55	DFT0000054
1803	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	4,090.70	DFT0000055
1585	EMPLOYMENT DEVELOPMENT DEPT	08/28/2026	Bank Draft	0.00	26.01	DFT0000056
1803	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	956.70	DFT0000057
1585	EMPLOYMENT DEVELOPMENT DEPT	08/28/2026	Bank Draft	0.00	120.52	DFT0000058
1803	INTERNAL REVENUE SERVICE	08/28/2026	Bank Draft	0.00	2,163.00	DFT0000059
1803	INTERNAL REVENUE SERVICE	08/27/2026	Bank Draft	0.00	1,355.86	DFT0000060
1803	INTERNAL REVENUE SERVICE	08/27/2026	Bank Draft	0.00	317.08	DFT0000061
1585	EMPLOYMENT DEVELOPMENT DEPT	08/27/2026	Bank Draft	0.00	141.00	DFT0000062
1803	INTERNAL REVENUE SERVICE	08/27/2026	Bank Draft	0.00	854.00	DFT0000063
1803	INTERNAL REVENUE SERVICE	09/02/2026	Bank Draft	0.00	92.22	DFT0000064
1803	INTERNAL REVENUE SERVICE	09/02/2026	Bank Draft	0.00	21.60	DFT0000065
1585	EMPLOYMENT DEVELOPMENT DEPT	09/02/2026	Bank Draft	0.00	10.96	DFT0000066
1000	CALPERS 457	09/09/2026	Bank Draft	0.00	224.59	DFT0000067
1000	CALPERS 457	09/09/2026	Bank Draft	0.00	558.54	DFT0000068
1225	CALPERS HEALTH	09/09/2026	Bank Draft	0.00	9,724.59	DFT0000069
VEN01005	HUMANA INSURANCE CO.	09/09/2026	Bank Draft	0.00	393.93	DFT0000070
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	626.45	DFT0000071
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	430.77	DFT0000072
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	598.32	DFT0000073
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	252.00	DFT0000074
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	606.30	DFT0000075
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	620.40	DFT0000076
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	873.85	DFT0000077
1226	CALPERS RETIRE	09/09/2026	Bank Draft	0.00	860.55	DFT0000078
VEN01006	AMERITAS LIFE INSURANCE CORP.	09/09/2026	Bank Draft	0.00	71.56	DFT0000079
1803	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	5,710.30	DFT0000080
1585	EMPLOYMENT DEVELOPMENT DEPT	09/09/2026	Bank Draft	0.00	1,361.71	DFT0000081
1803	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	1,335.50	DFT0000082
1585	EMPLOYMENT DEVELOPMENT DEPT	09/09/2026	Bank Draft	0.00	162.18	DFT0000083
1803	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	3,940.82	DFT0000084
1803	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	310.00	DFT0000085
1585	EMPLOYMENT DEVELOPMENT DEPT	09/09/2026	Bank Draft	0.00	90.01	DFT0000086
1803	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	72.50	DFT0000087
1803	INTERNAL REVENUE SERVICE	09/09/2026	Bank Draft	0.00	216.15	DFT0000088
1000	CALPERS 457	09/23/2026	Bank Draft	0.00	220.59	DFT0000099
1000	CALPERS 457	09/23/2026	Bank Draft	0.00	569.82	DFT0000100
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	599.80	DFT0000101
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	412.44	DFT0000102
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	598.32	DFT0000103
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	252.00	DFT0000104
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	683.98	DFT0000105
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	699.87	DFT0000106
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	961.23	DFT0000107
1226	CALPERS RETIRE	09/23/2026	Bank Draft	0.00	946.61	DFT0000108
1803	INTERNAL REVENUE SERVICE	09/23/2026	Bank Draft	0.00	4,394.30	DFT0000109
1585	EMPLOYMENT DEVELOPMENT DEPT	09/23/2026	Bank Draft	0.00	967.14	DFT0000110
1803	INTERNAL REVENUE SERVICE	09/23/2026	Bank Draft	0.00	1,027.68	DFT0000111

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1585	EMPLOYMENT DEVELOPMENT DEPT	09/23/2026	Bank Draft	0.00	109.58	DFT0000112
1803	INTERNAL REVENUE SERVICE	09/23/2026	Bank Draft	0.00	2,607.16	DFT0000113

Bank Code Mechanics CK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	69	58	0.00	1,474,073.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	59	59	0.00	59,708.01
EFT's	0	0	0.00	0.00
	128	**117**	**0.00**	**1,533,781.01**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	69	58	0.00	1,474,073.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	59	59	0.00	59,708.01
EFT's	0	0	0.00	0.00
	128	**117**	**0.00**	**1,533,781.01**

Fund Summary

Fund	Name	Period	Amount
98	POOLED CASH	8/2026	15,491.69
98	POOLED CASH	9/2026	1,518,289.32
			1,533,781.01

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members

From: Melanie Fowl-Nelson, Native Daughters of the Golden West

Date: September 28, 2026

Subject: Etna Veterans Parade

RECOMMENDATION:

Approve Etna Veterans Parade to be held November 7, 2026 on Main Street.

DISCUSSION:

Review event application from Native Daughters of the Golden West for the Etna Veterans Parade on November 7, 2026.

FINANCIAL IMPACT:

None.

City of Etna

EVENT APPLICATION

Location of Event: ☐ Park ☒ Main Street ☐ Pool ☐ Other:	
ORGANIZATION INFORMATION	
Name of Organization: NATIVE DAUGHTERS OF GOLDEN WEST	Event Contact Person: MELANIE FOWLE-NELSON
Street Address: 520 MAIN ST.	Phone Number(s): 530-598-1165
EVENT INFORMATION	
Name of Event: ETNA VETERANS PARADE	Event Date(s): NOV. 7, 2026
Event Start Time: STARTS 11:00 10:30 LINE UP	Event End Time: 12:00 PM
Event Description: PARADE	
Estimated Number of Participants: 50	Estimated Number of Vendors: 0

Is there an outdoor bar that will serve alcohol? If yes, liquor & bartender licenses are necessary under separate application.	☐Yes ☒No
Will there be selling/serving food? If yes, you will need to contact Siskiyou County Health Department for proper permits.	☐Yes ☒No
Will there be merchandise for sale? If yes, each vendor must apply for a Peddler's License at City Hall.	☐Yes ☒No
Will there be musical entertainment? If yes, you are responsible for following City Noise Ordinance 9.05.030. Contact Etna PD with questions.	☐Yes ☒No
Will your event require electricity? If yes, the Fire Department and Public Works Director will need to inspect prior to use. JOSH IS SETTING UP SPEAKER SYSTEM	☐Yes ☒No
Will your event require a street shut-down? If yes, you must contact the Etna Police Department for secondary approval. DONE	☒Yes ☐No
Will you be providing portable restrooms & wash stations for the event?	☐Yes ☒No
Will there be fireworks? If yes, approval from the Fire Chief and Police Chief is required. Additional fee of $150.00 is required for Fire & Police Standby.	☐Yes ☒No

INSURANCE REQUIREMENTS
The Event Sponsor will obtain liability insurance with coverage no less than $1,000,000 which names and endorses the City as an additional insured party. A copy is due within 15 days of the event.
DEPOSIT REQUIREMENTS
The applicant may be required to submit to the City a cleaning/damage deposit of $200.00 per day for each scheduled day of the event. The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. The City reserves the right to retain the entire deposit if clean up is not completed to the satisfaction of the City. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary clean up associated with the permitted event to be completed within 12 hours after the conclusion of the event.
NA
What other assistance do you foresee needing from the City (personnel, materials, and/or equipment)?
NA
BINDING AGREEMENT
I have read understand this application and the requirements placed upon this applicant and organization. I agree to defend, indemnify, and hold harmless the City of Etna, its agents, representatives, officials, and employees, from and against any and all claims, damages, losses, and expenses relating to or alleged to have resulted from the acts, errors, mistakes or omissions of the applicant. I agree to abide by the City of Etna's regulations, laws and ordinances.

Authorized Signature: Melanie Fowle-Nelson	Date: 9/25/26

LIST OF FEES			
	$		$
	$		$
	$		$

Council Approval:	Date:
Police Chief Approval:	Date:
Fire Chief Approval:	Date:
Public Works Director Approval:	Date:

Deposit Amount:	Deposit Amount Returned:
Notes:	

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members
From: Etna High School
Date: September 28, 2026
Subject: Homecoming Parade

RECOMMENDATION:

Approve the Etna High School Homecoming Parade to take place on Main Street on October 30, 2026.

DISCUSSION:

Review event application from Etna High School.

FINANCIAL IMPACT:

None.

City of Etna

EVENT APPLICATION

SEP 2026
RECEIVED
CITY OF ETNA

Location of Event: ☐ Park ☑ Main Street ☐ Pool ☐ Other:	
ORGANIZATION INFORMATION	
Name of Organization: Etna High School	Event Contact Person: Wendy Hurlimann
Street Address: 400 Howell Ave	Phone Number(s): 530-467-3244
EVENT INFORMATION	
Name of Event: Homecoming Parade	Event Date(s): Oct 30th
Event Start Time: 1pm	Event End Time: 2pm
Event Description: Homecoming parade starting at EHS through town on traditional parade route	
Estimated Number of Participants: 180	Estimated Number of Vendors: 0

Is there an outdoor bar that will serve alcohol? If yes, liquor & bartender licenses are necessary under separate application.	☐Yes ☑No
Will there be selling/serving food? If yes, you will need to contact Siskiyou County Health Department for proper permits.	☐Yes ☑No
Will there be merchandise for sale? If yes, each vendor must apply for a Peddler's License at City Hall.	☐Yes ☑No
Will there be musical entertainment? If yes, you are responsible for following City Noise Ordinance 9.05.030. Contact Etna PD with questions.	☐Yes ☑No
Will your event require electricity? If yes, the Fire Department and Public Works Director will need to inspect prior to use.	☐Yes ☑No
Will your event require a street shut-down? If yes, you must contact the Etna Police Department for secondary approval.	☑Yes ☐No
Will you be providing portable restrooms & wash stations for the event?	☐Yes ☑No
Will there be fireworks? If yes, approval from the Fire Chief and Police Chief is required. Additional fee of $150.00 is required for Fire & Police Standby.	☐Yes ☑No

INSURANCE REQUIREMENTS
The Event Sponsor will obtain liability insurance with coverage no less than $1,000,000 which names and endorses the City as an additional insured party. A copy is due within 15 days of the event.
DEPOSIT REQUIREMENTS
The applicant may be required to submit to the City a cleaning/damage deposit of $200.00 per day for each scheduled day of the event. The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. The City reserves the right to retain the entire deposit if clean up is not completed to the satisfaction of the City. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary clean up associated with the permitted event to be completed within 12 hours after the conclusion of the event.
What other assistance do you foresee needing from the City (personnel, materials, and/or equipment)?
BINDING AGREEMENT
I have read understand this application and the requirements placed upon this applicant and organization. I agree to defend, indemnify, and hold harmless the City of Etna, its agents, representatives, officials, and employees, from and against any and all claims, damages, losses, and expenses relating to or alleged to have resulted from the acts, errors, mistakes or omissions of the applicant. I agree to abide by the City of Etna's regulations, laws and ordinances.

Authorized Signature: Melinda Hurlimann	Date: 9/24/26

LIST OF FEES	
$	$
$	$
$	$

Council Approval:	Date:
Police Chief Approval:	Date:
Fire Chief Approval:	Date:
Public Works Director Approval:	Date:

Deposit Amount:	Deposit Amount Returned:
Notes:	

STAFF REPORT
ETNA CITY COUNCIL

To:	**City Council Members**
From:	**E&S Engineers, Jose Hernnadez, Project Engineer**
Date:	**September 28, 2026**
Subject:	**R.B. Aldrich Construction Contract Change Order No. 1**

RECOMMENDATION:

Approve requested Contract Change Order No. 1 from R.B. Aldrich Construction for $40,750.

DISCUSSION:

Pacific Power will not be able to complete their underground work prior to October 30, 2026. As a result, the reconstruction work on Main Street will not begin until November. Due to winter weather conditions, paving will not be allowed. The reconstruction work on Main Street will not begin until summer of 2027.

FINANCIAL IMPACT:

$40,750 in costs to cover re-mobilization, price increase of ¾" base rock of $5/ton, and a price increase of asphalt $20/ton.

CITY OF ETNA
PO Box 460 - - - Etna, CA 96027
Main Street Rehabilitation Project
Contract Change Order No. 1

Date: August 4, 2026

Owner: City of Etna
PO Box 460
Etna, CA 96027

Contractor: R.B. Aldrich Construction
PO Box 927
Fort Jones, CA 96032

This Contract Change Order No. 1 (CCO#1) is made to modify the construction contract as follows:

I) Change in Work:

1) Pacific Power will not be able to complete their underground work prior to October 30th, 2026. This pushes the reconstruction work on Main Street into Novermber which due to winter conditions, paving work will not be allowed. The reconstruction work on Main Street will need to be pushed into Summer of 2027. The additional costs are meant to cover Re-mobilization, a price increase of 3/4" base rock of $5/ton, and a price increase of asphalt of $20/ton. $40,750.00

II) Change in Contract Price:

Total Net Adjustment of Contract Price	**$40,750.00**

III) Adjustment of Contract Price:

Contract Price Prior to Change Order No. 1	$565,495.00
Net Change per this CCO#1	$40,750.00
Adjusted Contract Price	**$606,245.00**

IV) Adjustment of Contract Time:

The contract time will be increased until July 31, 2027 per this change order.

CITY OF ETNA

PO Box 460 - - - Etna, CA 96027

Main Street Rehabilitation Project

Contract Change Order No. 1

Requested & Accepted By:

Contractor: R.B. Aldrich Construction

by: Richard Aldrich Date: 8/5/26

Recommended for Approval:

Engineer: Jose Hernnadez, RCE 90911, Project Engineer

by: _____ Date: 8-5-2026

Approved:

Owner: City of Etna

by: _____ Date: _____

MAIN STREET REHABILITATION PROJECT
CONSTRUCTION BUDGET

Construction Funds Awarded by STIP=	$681,000.00
R.B. Aldrich Construction Bid=	$565,495.00
E&S Estimated Construction Oversite Costs=	$40,000.00
Funds Remaining=	**$75,505.00**
Contract Change Order #1 (CCO#1)=	$40,750.00
Funds Remaining After CCO#1=	**$34,755.00**

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members

From: Residents of Main Street, Etna, CA

Date: September 28, 2026

Subject: Request for Speed Bumps on Main Street

RECOMMENDATION:

Consider installing two speed bumps to address ongoing issues of excessive vehicle speeds on Main Street. Speed bump locations at the intersection of Main Street & Church Street, and in front of Melum residence.

DISCUSSION:

Review letter from residents of Main Street discussing concerns with the ongoing speeding creating persistent hazards.

FINANCIAL IMPACT:

Unknown at this time.

September 2026

To: Mayor Munson and the Etna City Council

Re: Request for Speed Bumps on Main Street

Dear Mayor Munson and Members of the Etna City Council,

We, the residents of Main Street in Etna, respectfully request that the City consider installing speed bumps to address the ongoing issue of excessive vehicle speeds along this corridor. Cars, trucks, and motorcycles frequently travel well above the posted limit, creating a persistent safety hazard for pedestrians, cyclists, pets, wildlife, and property.

During the recent paving project, traffic naturally slowed at the temporary dip in the roadway. This brief period of reduced speeds demonstrated how even a minor physical deterrent can significantly improve safety and quality of life for residents. With traffic volume increasing and enforcement limited, a more permanent solution is needed.

We believe that installing two speed bumps—one at the intersection of Main Street and Church Street, and another in front of the Melum residence—would be a practical, low-cost measure to ensure drivers reduce their speed to a safe level.

Thank you for your time, attention, and consideration of this request.

Sincerely,

Residents of Main Street, Etna, CA

By signing below, residents affirm their support for the request submitted to the Etna City Council regarding the installation of speed bumps on Main Street to improve safety for pedestrians, cyclists, and animals.

Name	Address	Signature	Date
Dennis Melum	530 MAIN ST		9-24-
Penny Melum	" "		9-24
TROY THURMAN	539 MAIN ST		9-24
Meg Rick	434 Main St		9-24
Russell Colsen	625 Main St		9-24
Kathleen Colsen	625 main St		9-24
Lea Vander Water	723 Main St		9/24
[illegible]	802 MAIN ST.		9-24
Anthony Schaefer	616 Wagner Way		9-24
Nely Coolen	Nelma, Ca	730 main st Etna	9/24
Jeanie Dickinson	1212 Sawyers Bar Rd.	Jeanie Dickinson	9-24
K.E. Dickinson	1212 SAWYERS BAR RD	K.E. Dickinson	
Garry Broce	808 main st		9/24
Jan C. Broce	808 Main St.	Jan Broce	9/24
Ed Green	708 Main St	Ed R Green	9/24
Susan Green	708 Main St	Susan Green	9/24

ETNA CITY COUNCIL

To: City Council Members

From: Charnna Gilmore

Date: September 25, 2026

Subject: Letter of Support for "The Plywood Palace: A Cool Haven for Scott Valley"

RECOMMENDATION: Please consider providing attached letter of support for the Scott Valley Unified School District and Etna PAL grant application to Integrated Climate Adaptation and Resiliency Program (ICARP).

DISCUSSION:

FINANCIAL IMPACT: None to City of Etna

City of Etna

September 28, 2026

Extreme Heat and Community Resilience Program Review Committee
Integrated Climate Adaptation and Resiliency Program (ICARP)
Governor's Office of Land Use and Climate Innovation
1400 Tenth St.
Sacramento, CA 95814

RE: Letter of Support for "The Plywood Palace: A Cool Haven for Scott Valley"

Dear Extreme Heat and Community Resilience Program Review Committee:

On behalf of the City of Etna, I am pleased to express our strong support for *The Plywood Palace: A Cool Haven for Scott Valley* grant application, submitted by the Scott Valley Unified School District (SVUSD) in partnership with the Etna Police Activities League (Etna PAL) under Round 2 of the Extreme Heat and Community Resilience Program.

The City of Etna works to protect the health, safety, and well-being of our residents while providing essential public services and supporting a strong, resilient rural community. As extreme heat, wildfire smoke, drought, power outages, and other climate-related challenges increasingly affect Scott Valley, investments that provide safe and reliable community spaces are critical to protecting our residents, particularly youth, older adults, low-income households, and other vulnerable populations.

The City has full confidence in SVUSD and Etna PAL's ability to successfully implement this project. SVUSD provides the institutional capacity, site control, facilities oversight, and fiscal management necessary to complete the proposed improvements, while Etna PAL brings strong community relationships, youth programming experience, and an important connection to local public safety.

Scott Valley is a geographically isolated rural community with limited access to facilities that can provide refuge during periods of extreme heat, wildfire smoke, and Public Safety Power Shutoff events. For Etna residents, traveling more than 30 miles to Yreka for services or emergency refuge is not a practical option for many families and vulnerable community members. Developing additional local capacity is therefore an important component of Etna and Scott Valley's long-term community resilience.

The proposed project would transform Etna High School's historic Plywood Palace gymnasium into a year-round Community Cooling and Clean Air Resilience Center. Improvements including a high-efficiency HVAC system, cool-roof retrofit, enhanced insulation, energy-efficient windows and doors, advanced indoor air filtration, an outdoor hydration station, and emergency backup power would provide a dependable community resource during extreme heat, wildfire smoke, power outages, and other emergency events.

This investment is particularly valuable because the Plywood Palace is already a familiar and important community gathering place. Improving an existing facility in the heart of Etna will provide

benefits well beyond emergency response by creating a safer, healthier, and more resilient space for students, families, recreation programs, community activities, and residents throughout Scott Valley.

The City of Etna looks forward to supporting this project through community outreach and by helping share information about the Cooling and Clean Air Resilience Center and its availability during extreme heat, wildfire smoke, and other emergency conditions. The City also recognizes the value of continued coordination among local government, the school district, Etna PAL, emergency responders, and community organizations to strengthen Scott Valley's overall emergency preparedness and climate resilience.

The City of Etna strongly supports this important investment in our community and respectfully encourages the Review Committee to fund the proposal. *The Plywood Palace: A Cool Haven for Scott Valley* will provide a tangible and lasting resource that protects public health, supports our youth and families, and strengthens the resilience of Etna and the greater Scott Valley community.

Sincerely,

Cliff Munson
Mayor
City of Etna

442 Main Street • P.O. Box 460 • Etna, CA 96027
P: 530-467-5256 • F: 530-467-3217

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members
From: Charnna Gilmore/Park & Pool Grant Committee
Date: September 28, 2026
Subject: Presentation

RECOMMENDATION:

None.

DISCUSSION:

Presentation from Charnna Gilmore – Park & Pool Grant Committee.

FINANCIAL IMPACT:

None.

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members

From: City Staff/Park & Pool Grant Committee

Date: September 28, 2026

Subject: Newsletter/Flyer to be Included in October Billing

RECOMMENDATION:

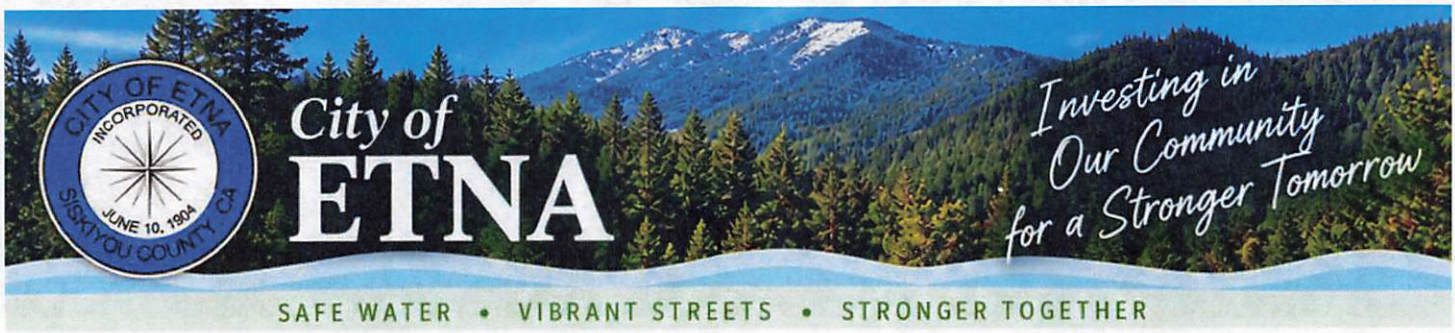
Approve mailing flyer in October Billing discussing various city projects and an upcoming pool & park grant planning event taking place Saturday October 17th from 10:00 am to 12:00 pm.

DISCUSSION:

Review attached flyer to be mailed out with October 1st billing.

FINANCIAL IMPACT:

None.



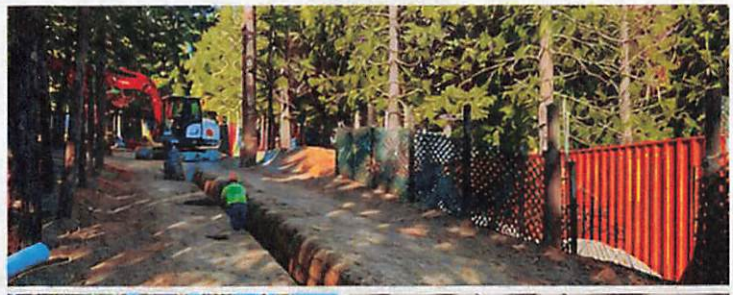
SAFE WATER • VIBRANT STREETS • STRONGER TOGETHER

City of Etna Water System Improvement Project

Cleaner Water. A More Resilient Etna.

The City of Etna gets its water from Etna Creek, which is gravity fed into a water treatment plant at the edge of town. The City is currently completing significant upgrades to the water system to improve security, enhance the infiltration system, reduce sedimentation, and allow water to be filtered faster and more effectively.

This project complements a recent project that installed an additional water storage tank—bringing total tank storage to 590 gallons—and installed Smart Meters on all water connections in the city.







Photos: City of Etna

Engineers & Surveyors, Inc.
Yreka, California

Project Cost
$7.5 million

Engineering
E & S Engineers & Surveyors, Inc.
Yreka, CA

Contractor
Timber Works
Mt. Shasta, CA

Estimated Completion
June 2027

Funding Support
California Water Resources Control Board & Prop 68

Downtown Paving & Underground Utilities Project

Smoother Streets. A Stronger Downtown.

Main Street, from Church to Callahan Way, is being paved through a City of Etna project. As part of this work, the City received financial credits from Pacific Power, enough to start the process of putting all powerlines underground in the downtown section.

This project will improve roadway conditions, enhance safety and reliability, and create a cleaner, more vibrant downtown for residents, businesses, and visitors.

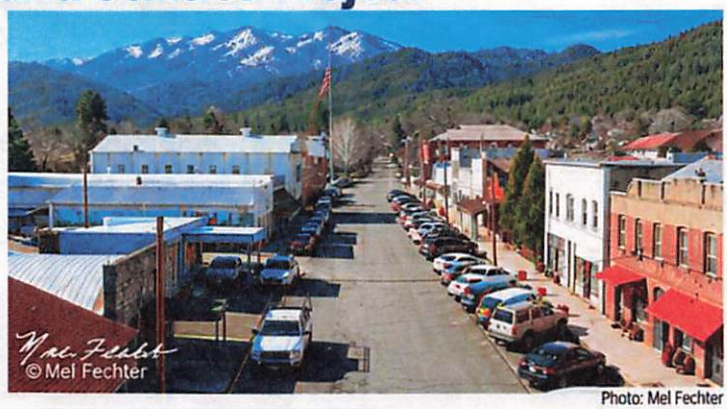


Photo: Mel Fechter

Project Cost
$1 million

Location
Main Street
(Church to Callahan Way)

Funding Support
Pacific Power & State Transportation Improvement Program (STIP)

Building a Safer, More Vibrant Downtown

COMMUNITY • RESILIENCE • OPPORTUNITY

CITY OF ETNA

POOL & PARK GRANT PLANNING

COMMUNITY SITE WALK + CONVERSATION



START AT THE POOL



THEN MOVE TO THE PARK

SATURDAY, OCTOBER 17

10:00 AM - 12:00 PM

HELP SHAPE ETNA'S COMMUNITY GEMS

Join the City of Etna for an on-site conversation about the future of the City Pool and City Park. Your ideas will help guide grant applications, priorities, and future improvements.

MEET AT THE CITY POOL • WE'LL CONTINUE TO THE CITY PARK

Community. Recreation. Connection.

Pool photo credit: Mel Fechter

STAFF REPORT
ETNA CITY COUNCIL

To:	**City Council Members**
From:	**City Staff & Council**
Date:	**September 28, 2026**
Subject:	**Rescinding Resolution 2026-010 Approving the Extension of Water & Wastewater Service to Residential Property Located Outside City Limits on APN 023-100-130**

RECOMMENDATION:

Approve rescinding Resolution 2026-010 – A Resolution of the City Council of the City of Etna Approving the Extension of Water and Wastewater Service to Residential Property Located Outside of City Limits on APN 023-100-130.

DISCUSSION:

The City Council has determined that it is appropriate to rescind Resolution 2026-010 and withdraw the City's approval of the Out of Area Service Agreement. The rescission of Resolution 2026-010 is intended to terminate the City's authorization of the extension of water and wastewater service to the property identified as APN 023-100-130. The City Council finds that rescinding Resolution 2026-010 is in the best interests of the City of Etna.

Resolution 2026-010 is attached.

FINANCIAL IMPACT:

None.

AI Overview

There is no single, overarching "rescission statute" in California law that dictates how a public entity must rescind a standard internal resolution. Instead, public agencies possess the **inherent legislative authority under California common law** to amend, repeal, or rescind their own previous resolutions, provided that a contract has not been executed and no **vested rights** have attached to protect the underlying action. City of San Diego (.gov) +2

When a public entity seeks to rescind a prior resolution, it must navigate a combination of constitutional principles, open meeting regulations, and specific statutory exceptions:

1. The Vested Rights Limitation

Under California common law, a governing body can rescind a previously adopted resolution at any time *unless* an individual or entity has acquired a **vested right** based on that resolution. For example, if a resolution authorized a contract and that contract was legally finalized, the agency cannot unilaterally rescind the resolution to escape its contractual obligations without risking a breach of contract claim. Practical Law +1

2. Procedural Compliance (The Brown Act)

Any official action to rescind a resolution must comply with open-meeting laws. Under the Ralph M. Brown Act (**California Government Code § 54950 et seq.**), the public entity must properly agendize, notice, and vote on the rescission in an open, public session. FindLaw

3. Parliamentary Procedures

Public entities typically adopt formal parliamentary authorities (such as *Robert's Rules of Order*) via local bylaws or resolutions. To rescind something previously adopted, these rules generally require: Dummies +1

City of San Diego (.gov)
THE CITY ATTORNEY - docs
Apr 13, 2006 — CONCLUSION The City Council approved the resolution indemnifying SDCERS board members at a...

Justia Law
2007 California Code of Civil Procedure Article 2. :: Resolution ...
(c) A public entity may commence an eminent domain proceeding or rescind a resolution of necessity as a...

Tyson & Mendes
Use It or Lose It: Owners of Condemned Property Have an ...
Under the California Constitution, a public entity may only condemn private property...



Show all

Ask anything

+

rules for specific, high-stakes public resolutions:

- **Resolutions of Necessity (Eminent Domain):** Under California Code of Civil Procedure § 1245.260, a public entity holds a statutory right to rescind a resolution of necessity at any time before a property owner files an inverse condemnation lawsuit. Justia Law +1
- **Brown Act Legal Commitments:** Under California Government Code § 54960.2, if a legislative body passes a formal commitment to refrain from repeating a past open-meeting violation, it may rescind that commitment only by a majority vote in an open session after providing a 30-day notice to interested parties. FindLaw

If you are dealing with a specific scenario, please share:

- The **subject matter** of the resolution (e.g., real estate, zoning, internal policy, or employment)

Google

RESOLUTION NO. 2026-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ETNA APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICE TO RESIDENTIAL PROPERTY LOCATED OUTSIDE CITY LIMITS ON APN 023-100-130

WHEREAS, the City of Etna has received a landowner petition from Jeff Blaney to extend water and wastewater service to unincorporated property at APN 023-100-130; and

WHEREAS, the property is zoned for single-family residential use and is proposed for development with a single-family dwelling; and

WHEREAS, in contracting for city water and wastewater service, the property owner would be obligated to all terms and conditions in the City of Etna Municipal Code applicable to the provision of the service, including service rate fees; and

WHEREAS, the property owner will be responsible for the cost of all improvements, including construction and installation; and

WHEREAS, the City of Etna has adequate water and wastewater capacity to serve the property for which the services are requested without negatively impacting services to its existing customers; and

WHEREAS, the Siskiyou Local Agency Formation Commission (LAFCo) is the lead agency for the project pursuant to the California Environmental Quality Act (CEQA) and the City of Etna is a responsible agency; and

WHEREAS, the City Council has determined independently and in consultation with Siskiyou LAFCo that the extension of water and wastewater service to APN 023-100-130 is ministerial and would not have a significant impact on the environment and is therefore exempt from CEQA pursuant to Sections 15268(b)(4), 15300.1, 15061(b)(3) of the CEQA Guidelines; and

WHEREAS, on June 22, 2026, the City of Etna City Council considered Mr. Blaney's request to extend water and wastewater service to APN 023-100-130 prior to reaching its decision.

NOW, THEREFORE BE IT RESOLVED that the City of Etna City Council does hereby approve the request to extend water and wastewater service to APN 023-100-130.

BE IT FURTHER RESOLVED that the City of Etna City Council requests approval of an out of areas service agreement from Siskiyou LAFCo so that it may extend water and wastewater service to APN 023-100-130.

IT IS HEREBY CERTIFIED that the foregoing Resolution 2026-010 was duly adopted on a motion by Deppen and seconded by Stacher at a regular meeting of the City of Etna City Council held on the 22nd day of June 2026, by the following vote:

AYES: Deppen, Eastlick, Fawaz, Stacher

NOES: Ø

ABSENT: Munson

ABSTAIN: 0

CITY OF ETNA CITY COUNCIL

Brandon Fawaz, Mayor Pro Tem

WITNESS, my hand and seal this 22nd day of June 2026

Pamela Eastlick

Pamela Eastlick, City Clerk

RESOLUTION NO. 2026-04
SISKIYOU COUNTY LOCAL AGENCY FORMATION COMMISSION

A RESOLUTION OF THE SISKIYOU COUNTY LOCAL AGENCY FORMATION COMMISSION DETERMINING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONDITIONALLY APPROVING THE BLANEY / CITY OF ETNA OUT-OF-AREA SERVICE AGREEMENT (LAF-26-02)

WHEREAS, Government Code section 56133 requires a city or district to obtain written approval from the local agency formation commission before providing new or extended services outside its jurisdictional boundaries; and

WHEREAS, the City of Etna requests approval to extend water and wastewater service to APN 023-100-130 for construction of one single-family dwelling; and

WHEREAS, the approximately 21.23-acre property is vacant, located adjacent to the Etna city limits, and within the City's sphere of influence; and

WHEREAS, on June 22, 2026, the Etna City Council adopted Resolution No. 2026-010 approving the requested extension of water and wastewater service and requesting LAFCO approval; and

WHEREAS, the City determined that it has adequate capacity to serve the property without negatively affecting existing customers; and

WHEREAS, the Executive Officer could not make all findings required for administrative approval, and the application was therefore referred to the Commission; and

WHEREAS, the Commission considered the application, staff report, City correspondence, and other information in the record at its regular meeting on September 8, 2026; and

WHEREAS, the Commission finds that the conditions imposed by this resolution are necessary to ensure consistency with LAFCO's policies regarding service extensions in anticipation of annexation; and

WHEREAS, the project is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15301(b) and 15303(a) and is also exempt pursuant to section 15061(b)(3).

NOW, THEREFORE, BE IT RESOLVED that the Siskiyou County Local Agency Formation Commission:

1. Determines that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15301(b), 15303(a), and 15061(b)(3).

2. Approves the Blaney / City of Etna Out-of-Area Service Agreement (LAF-26-02), subject to the following conditions:
    a. The City's service agreement shall require an annexation application to be submitted to LAFCO within two years of the Commission's approval.
    b. Before service is extended, a notice shall be recorded against the property stating that, if the City does not submit an annexation application, the property owner must submit the application within two years of the Commission's approval.
    c. The property owner shall sign and submit the annexation waiver.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. 2026-04 was duly adopted on a motion by Commissioner Valenzuela, seconded by Commissioner At-Large Alternant Cook, at a regular meeting of the Siskiyou County Local Agency Formation Commission held on September 8, 2026, by the following vote:

AYES: Commissioners Ogren, Valenzuela, Chair Baker, At-Large Alternant Cook
NOES:
ABSENT: Commissioners Mazzoni
ABSTAIN:

Colleen Baker, Chair

Attest:

Hailey Lang, Executive Officer

Pamela Eastlick

From: Richard Tinsman <rico@uppersac.net>
Sent: Thursday, September 24, 2026 3:31 PM
To: Pamela Eastlick
Subject: Fwd: Out of area services agreement

Hi Pam,

I'm forwarding along an email I received from Jeff Blaney on Tuesday. I apologize for not sharing it sooner. I thought Jeff had replied to everyone in my earlier email but I was mistaken.

- Rico

Begin forwarded message:

> **From:** jeff333b@comcast.net
> **Date:** September 22, 2026 at 2:50:51 PM PDT
> **To:** rico@uppersac.net
> **Subject: RE: Out of area services agreement**
>
> Hi Rico,
>
> I do not have an attorney. I will wait for the new city attorney. I hope it is soon.
>
> This is disappointing and frustrating and does not seem fair.
>
> First, I am told that maybe the city will approve me for water and sewer.
>
> The county says that is fine with them and should not be a problem.
>
> The city approves the water and sewer. I am thankful and I think I am set.
>
> Then the county says they are recommending that I not be allowed to have it. They say I should drill a well while I can.
>
> I then start the well drilling progress. I get a well with what seems like good initial water and flow rate. It has not been completed with a pump or tested for water quality or duration or seasonality of flow. That is a lot more money.
>
> My next-door neighbor who bought a 5 acre sliver off of my original property said he was unable to get a well that was satisfactory over time and so he then went through a three year annexation process so he could get city water and sewer.

Then the county changed their mind and says I can get the city water with conditions and I am fine with the conditions. So I stop the well development. I am thankful and think I am set.

And now maybe the city is considering they may no longer want me to get city water and sewer because I may have a well with unknown properties.

I want the dependability of the city water and sewer before I invest $500,000 or more in building a home for my family on the property. I want the home yesterday and not dragged out for years.

I hope you can help me through this process. So please keep me updated on the status.

Thank you,

Jeff

From: rico@uppersac.net <rico@uppersac.net>
Sent: Tuesday, September 22, 2026 11:31 AM
To: jeff333b@comcast.net; Pamela Eastlick <p.eastlick@etnaca.gov>; Jenny Bennett <j.bennett@etnaca.gov>; Dan Burbank <d.burbank@etnaca.gov>
Subject: Re: Out of area services agreement

Good morning Jeff,

The agreement should be drafted by the city attorney once they're hired. Alternatively, if you or your attorney prepare it, the City will likely wait until the agreement has been reviewed by the City's new attorney prior to signature. The timing of the city attorney's departure is unfortunate.

Please note, I've learned that because a productive well was subsequently developed on the property, there's now pushback re: the City Council's approval to extend service. Further, the Council may be scheduling this for a future agenda so that they can revisit their approval. While I'm hoping that the water connection alone is the issue, I'm still waiting to learn more. Once I have further information to share, I will let you know.

Thank you.

- Rico

From: jeff333b@comcast.net <jeff333b@comcast.net>
Date: Monday, September 21, 2026 at 2:04 PM
To: rico@uppersac.net <rico@uppersac.net>
Subject: RE: Out of area services agreement

Hi Rico,

I contacted the City to follow up on whether I needed a deposit. They said they did not have a city attorney and were in the process of getting one. And that I should contact you. I am not sure we need an attorney according to Lafco. Instead, maybe just a statement signed by both parties to what Lafco requested is all that is needed.

Thank you,

Jeff

From: rico@uppersac.net <rico@uppersac.net>
Sent: Friday, September 11, 2026 9:48 AM
To: jeff333b@comcast.net
Subject: FW: Out of area services agreement

Good morning Jeff,

For some reason your address dropped off the email below when I sent it yesterday. I have no idea how or why, but I'm glad I caught this morning.

See below.

Thank you.

- Rico

From: rico@uppersac.net <rico@uppersac.net>
Date: Thursday, September 10, 2026 at 5:40 PM
To:
Cc: Pamela Eastlick <p.eastlick@etnaca.gov>; Jenny Bennett <j.bennett@etnaca.gov>
Subject: Out of area services agreement
Hi Jeff,

I received the signed LAFCo resolution from James today. A copy is attached for your records in case you haven't yet received it.

As you hopefully know by now, the City's out of area services request was approved by LAFCo subject to the following conditions:

1. The City's service agreement shall require an annexation application to be submitted to LAFCO within two years of the Commission's approval.

1. Before service is extended, a notice shall be recorded against the property stating that, if the City does not submit an annexation application, the property owner must submit the application within two years of the Commission's approval.

1. The property owner shall sign and submit the annexation waiver.

I don't know if James has already reached out to you regarding the notice to be recorded against the title and the annexation waiver but please get in touch with him if not. The City or I will contact the City Attorney about drafting an agreement re: submittal of an annexation application within the next two years. As previously discussed, you will be responsible for the City's cost for preparing the agreement. Please verify with Pam or Jenny at City Hall whether the City will require a deposit in advance of that work.

If you have any questions in the interim, please feel feee to get in touch.

Thank you.

- Rico

Richard Tinsman – Contract City Planner – 530.925.6250

City of Etna

Agenda Request

Date of Meeting: 09/28/2026

Spokesperson(s): Kyle Peterson on behalf of Patricia Peterson

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

Subject/Request: Appeal of Penalty Charges and Request for Review of Billing Practice

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

The City appears to be charging a new 10% penalty each month on utility bills that have already been penalized, rather than assessing the penalty only once when each bill becomes delinquent. This practice appears inconsistent with Etna Municipal Code section 13.08.070, which authorizes a 10% penalty after notice but does not expressly authorize successive 10% penalties on the same charges. Nor does the practice appear to comply with Government Code section 54348, part of the Revenue Bond Law of 1941, which distinguishes an initial penalty of up to 10% from an additional monthly penalty of no more than 0.5%.

This Agenda Request is an appeal and seeks correction of Patricia Peterson's account and an investigation into whether the same billing practice has resulted in overcharges to other residents.

Pursuant to Etna Municipal Code section 13.08.070, the appeal must be heard at the next immediately succeeding City Council meeting, September 28, 2026. Accordingly, this request seeks placement of the appeal on that meeting's agenda.

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

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

Please describe:

The fiscal impact is presently unknown. Correcting any unauthorized penalties may require account adjustments, credits, or refunds to affected customers. The City may also incur administrative costs to review its billing records and correct its billing procedures.

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

442 Main Street • P.O. Box 460 • Etna, CA 96027
P: 530-467-5256 • F: 530-467-3217

Kyle W. Peterson
Attorney at Law, SBN 330882

591 #B Collier Way | P.O. Box 672 | Etna, California 96027
Tel: (530) 467-4130 | Email: kwplaw@gmail.com

VIA HAND DELIVERY AND EMAIL

September 21, 2026

Pamela Eastlick, City Clerk
City of Etna
442 Main Street
Etna, CA 96027

Re: Patricia Peterson, Account No. 0004-29900

Formal Appeal of Utility Charges; Request for Recalculation, Amortization, and Investigation of Potential Citywide Overcharges

Dear Ms. Eastlick:

I represent Patricia Peterson concerning her utility account at 384 Center Street, Etna. I write in response to the City's September 10, 2026 shutoff notice. This letter constitutes a formal appeal of the charges assessed against her account under Etna Municipal Code section 13.08.070. I also request an amortized payment arrangement and confirmation that her water service will remain connected while this appeal is pending.

I. THE DISPUTED ACCOUNT BALANCE

My review of the City's account history has revealed a serious problem with its method of calculating delinquency penalties. The City repeatedly imposes a 10% penalty on accumulated unpaid utility charges, including charges that were already subjected to a 10% penalty in previous months. As a result, my client's balance has increased substantially despite her having made significant payments.

The City's account history reflects an outstanding balance of $2,156.86 as of September 2, 2026. The shutoff notice demands $1,980.07, which was the balance before the City posted the September 2026 bill of $176.79. My client's January 27, 2025 payment of $467.80 reduced her balance to exactly $0.00, so the entire disputed balance arose after that date.

Since February 2025, my client has paid $2,208. Of that amount, the City allocated $1,383.68 to penalties and only $824.32 to actual utility charges. Because the City applies each payment to accumulated penalties first, the underlying utility charges remain unpaid and are penalized again each month. The account history shows that each monthly penalty equals 10% of all unpaid utility charges on the account, not 10% of that month's delinquent bill. Since February 2025, the City has assessed $1,732.87 in penalties against $2,631.99 in utility charges.

I have reconstructed the account, applying payments first to legitimate utility charges and allowing no more than one properly assessed 10% penalty on each delinquent monthly bill. The enclosed spreadsheet identifies a recalculated balance of $661.58, rather than $2,156.86, a difference of **$1,495.28.**

As a good-faith effort toward settlement of the account, I enclose a cash payment of **$50.00** toward the outstanding utility charges. Pursuant to Civil Code section 1479, my client directs that this payment be applied to those charges, rather than to the disputed penalties. **Please provide a receipt confirming its application.** If the City accepts the enclosed reconstruction of the billing and applies this payment as directed, the remaining balance will be **$611.58**, subject to subsequent legitimate charges. The partial payment is tendered without waiver of my client's objections to the disputed balance.

II. THE CITY'S REPEATED PENALTIES LACK IDENTIFIED LEGAL AUTHORITY

The legal problem is straightforward. A general-law city that provides utility services itself "is governed in this respect by the provisions of the Revenue Bond Law of 1941 (Gov. Code, § 54300 et seq.)." (*Perez v. City of San Bruno* (1980) 27 Cal.3d 875, 886.) Within that scheme, "Section 54348 provides for the imposition of penalties for nonpayment." (*Id.* at p. 887.) Section 54348 authorizes a basic penalty of not more than 10 percent for nonpayment of the charges within the time and in the manner prescribed, and in addition a penalty of not exceeding one-half of 1 percent per month for nonpayment of the charges and basic penalty. The statute thus distinguishes a one-time basic penalty for failing to pay a charge when due from a limited continuing penalty for charges that remain unpaid. It does not authorize imposing the basic 10% penalty again on the same charges each month.

Etna Municipal Code section 13.08.070 is consistent with section 54348. It provides that water charges are due on the first day of each month "and shall become delinquent on the twentieth day of such month." A 10% penalty is added only "[i]f such rates, charges and bills are not paid on or before the twentieth day of such month." (EMC, § 13.08.070, subd. (A).) The triggering event is the failure to pay a particular month's charges by the twentieth of that month. That event occurs once. An April bill does not again become unpaid "on or before the twentieth day of such month" when May arrives.

The rest of the chapter confirms this reading. The required delinquency notice warns that "a penalty of 10 percent will be added" (§ 13.08.070, subd. (B)), and section 13.08.080 refers to "the 10

percent penalty provided for in this chapter," in the singular. Nothing in the chapter provides for a recurring or continuing penalty of any amount.

In *Waterman Convalescent Hospital, Inc. v. Jurupa Community Services District* (1996) 53 Cal.App.4th 1550, 1553–1557, the Court of Appeal rejected a water district's practice of generating successive 10% basic penalties through its treatment of accumulated balances and application of payments.

> "The difficulty with the District's argument is that the statute authorizes a basic penalty for late *payments* (nonpayment within the time specified for payment), but not a basic penalty for partially unpaid *monthly account balances*." *Id.* at pp. 1553-1554 [original italics]

Although *Waterman* involved a community services district, the statute it construed, former Government Code section 61621, authorized a basic penalty and continuing penalty in terms materially identical to section 54348. (*Waterman, supra*, 53 Cal.App.4th at pp. 1552–1553.) The Supreme Court in *Perez* treated section 61621 as comparable to the Revenue Bond Law's collection provisions. (27 Cal.3d at pp. 887–888, fns. 8, 9.)

The City may respond that, unlike the district in *Waterman*, it does not charge penalties on penalties. That distinction does not help it. *Waterman* did not turn on what the repeated penalty was calculated on. It turned on why a basic penalty may be imposed at all: for late payment, not for an unpaid account balance. (53 Cal.App.4th at pp. 1553–1554.) The court also held that permitting repeated basic penalties would render the continuing one-half-percent penalty meaningless. (*Id.* at p. 1554.) Both points apply equally when the City re-penalizes the same unpaid utility charges each month. "Penalties and forfeitures are not favored by the courts, and statutes imposing penalties or creating forfeitures must be strictly construed." (*Id.* at p. 1556, quoting *Schuhart v. Pinguelo* (1991) 230 Cal.App.3d 1599, 1610.)

Nor does the corrected balance depend on the order in which payments are applied. Even applying each of Ms. Peterson's payments to the oldest outstanding item first, penalties included, the corrected balance is $669.50. That is the method *Waterman* permits (53 Cal.App.4th at p. 1555). The recalculated balance does not include a penalty on the September 2026 bill, which became delinquent on September 21. A single 10% penalty on that bill would be $17.68.

Thus, without any apparent authority, Etna repeatedly charges 10% each month on accumulated unpaid utility bills, rather than a one-time 10% penalty, as contemplated by Government Code section 54348, causing customers' debts to grow despite their payments. While section 54348 does authorize an additional 0.5% on unpaid amounts, Etna's Municipal Code does not. Accordingly, the City may impose no penalty beyond a single 10% penalty on each month's charges that were

not paid when due. A 10% penalty imposed every month on the same arrears amounts to roughly 120% per year. The continuing penalty section 54348 permits, which Etna has not adopted, is capped at 6% per year (12 months x 0.5%).

I recognize that Government Code section 54302 preserves powers conferred by other laws and that separate statutory provisions may govern sewer charges. However, I have identified no applicable provision authorizing the recurring 10% assessments reflected in my client's account. I also question whether the City's escalating penalties bear any reasonable relationship to the losses associated with late payment. A legislative scheme that "exacts a penalty which may be deemed oppressive in light of the legitimate objectives sought to be achieved" may violate due process. (*Perez*, supra, 27 Cal.3d at p. 893.) Further, the City applies the 10% penalty to sewer charges, although section 13.08.070's penalty provision refers only to charges for water service.

If the City relies on another statute, ordinance, or resolution, I request that it identify that authority and explain its application.

Separately, section 13.08.070 permits a penalty only "after delivery of notice of delinquency," and subdivision (B) requires a written notice warning that a 10% penalty will be added if the charges are not paid within 10 days. Please provide copies of each written delinquency notice the City delivered to my client before imposing each penalty reflected in the account history. Any penalty imposed without the required prior notice is invalid on that ground alone.

III. POTENTIAL CITYWIDE OVERCHARGES REQUIRE INVESTIGATION

The consistent manner in which these penalties were assessed strongly suggests that they result from the City's standard utility billing procedures rather than a calculation unique to my client. If the same methodology is used for other delinquent accounts, the City likely has been systematically overcharging its residents for an undetermined period; quite likely for years.

The potential consequences are substantial. Residents making partial payments may have had significant portions of those payments applied to unauthorized penalties, leaving legitimate utility charges outstanding and generating further penalties. Some residents may have paid inflated balances in full, entered payment arrangements based on improperly calculated debts, or faced disconnection because they could not pay amounts that were not lawfully owed.

My client's account illustrates the potential magnitude of the problem. Of the $2,156.86 claimed by the City, **$1,495.28** is disputed under the enclosed reconstruction. If the same billing methodology has been used throughout the City's utility system, the aggregate overcharges could

be significant. The number of affected customers, the duration of the practice, and the total amount potentially collected without proper authority are presently unknown.

This warrants more than an adjustment to one customer's account. In fact, I request that the City promptly investigate its billing procedures, determine whether the same penalty calculations have been applied to other accounts, and establish how long the practice has been in effect. If unauthorized assessments are confirmed, the City should identify affected customers, correct their accounts, and establish an appropriate process for providing credits or refunds, including to former customers.

I further request that the City preserve its historical billing records, payment-allocation records, penalty calculation settings, and related billing procedures. Pending its investigation, the City should suspend the disputed recurring penalty assessments to prevent additional potential overcharges. To preserve her right to a refund of penalties already paid, my client will separately present a claim under Government Code section 910 et seq. This appeal does not waive that claim.

Given the possible citywide implications, I request that this matter be brought promptly to the attention of the City Council and City Attorney. I do not suggest that the City deliberately overcharged its residents. The records nevertheless raise a serious question about whether its standard billing practices conform to governing law.

IV. INCOME-BASED INTEREST WAIVER AND PAYMENT ARRANGEMENT

My client also qualifies for statutory protections based on her income. Her household income is below 200% of the federal poverty level, as confirmed by her enclosed declaration. Pursuant to Health and Safety Code section 116914, I request the waiver of applicable interest charges on her delinquent account. To the extent the City has assessed interest, it should identify those charges and apply the statutory waiver. This request is separate from her challenge to the recurring 10% penalties, which the City characterizes as penalties rather than interest.

My client intends to pay the properly calculated balance. Health and Safety Code section 116906 requires a covered water system's written discontinuation policy to include plans for deferred or reduced payments and alternative payment schedules. The City's September 10 notice likewise states that "the city offers payment plan options to customers." Accordingly, I request an agreement permitting my client to repay the corrected balance over 12 months, without further interest or penalties while she complies with the agreement. Current utility charges will be paid

separately as they become due. Neither the enclosed payment nor the request for amortization constitutes acceptance of the disputed balance or a waiver of this appeal.

V. REQUEST TO MAINTAIN WATER SERVICE PENDING APPEAL

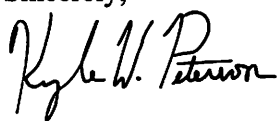
This appeal is delivered to the City Clerk within the 10-day period provided by section 13.08.070, subdivision (C). Under the City's own ordinance, water service may be disconnected only after the council has considered the appeal and ruled on it. (EMC, §§ 13.08.070, subds. (C)–(D), 13.08.080.) Health and Safety Code section 116908 likewise prohibits discontinuing residential service while the customer's dispute or appeal is pending. Because "California law does not permit the termination of utility service to a customer without good cause," a customer disputing a bill is entitled to meaningful review before termination. (*Perez*, *supra*, 27 Cal.3d at p. 894, citing *Memphis Light, Gas & Water Div. v. Craft* (1978) 436 U.S. 1.) I therefore request **immediate written confirmation that the City has accepted this appeal and that my client's water service will remain connected while it is pending.** My client or I will appear at the next meeting of the City Council as section 13.08.070, subdivision (C), requires.

Please confirm the date of the City Council meeting at which this appeal will be heard and provide a proposed payment arrangement before the September 23 deadline identified in the shutoff notice.

My immediate objective is to correct my client's account and ensure that her water service is maintained. However, the apparent scope of the billing problem also requires the City to determine whether other residents have been affected and, if so, to correct their accounts as well.

I look forward to your prompt response.

Sincerely,



Kyle W. Peterson
Attorney for Patricia Peterson

Enclosures:

1. Cash payment of $50 (with hand-delivered letter)

2. Peterson Accounting of Recalculated Charges

3. City of Etna Account History

4. *Waterman Convalescent Hospital, Inc. v. Jurupa Community Services District* (1996) 53 Cal.App.4th 1550

5. Declaration of Patricia Peterson

6. *Perez v. City of San Bruno* (1980) 27 Cal.3d 875

cc: Etna City Council; City Attorney

Kyle W. Peterson, Attorney at Law | SBN 330882
591 B Collier Way | P.O. Box 672 | Etna, California 96027
(530) 467-4130 | kwplaw@gmail.com

DECLARATION OF PATRICIA PETERSON

I, Patricia Peterson, declare:

1. I am the customer of record for City of Etna utility account number 0004-29900, serving 384 Center Street, Etna, California.

2. My household's annual income is below 200% of the federal poverty level.

3. I request the waiver of interest charges provided by Health and Safety Code section 116914.

4. I authorize my attorney, Kyle W. Peterson, to submit and pursue the accompanying appeal of my utility bill on my behalf. I join in that appeal and request that my water service remain connected while it is pending.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 09/21/2026, 2026, at Etna, California.

Patricia Peterson
Patricia Peterson (Sep 21, 2026 08:36:35 PDT)
Patricia Peterson

/

Peterson Accounting of Recalculated Charges

384 Center Street - Contested Water Charges

Patricia Peterson | City of Etna | Ledger through September 2, 2026

1. CITY SAYS PATRICIA PETERSON OWES	$2,156.86
2. RECALCULATED AMOUNT	$661.58
3. AMOUNT TO IN DISPUTE	$1,495.28

REASONS FOR RECALCULATION

All original water / utility bills	$2,631.99
Less money Patricia Peterson already paid	$2,208.00
Original charges still unpaid	$423.99
Add ONE 10% fee per late bill (see Month by Month)	$237.59
RECALCULATED TOTAL	$661.58

HOW WERE PAYMENTS APPLIED?

Amount actually paid by Patricia Peterson	$2,208.00
Amount City applied toward penalties	$1,383.68
Amount City applied toward utility charges	$824.32

In recalculated amount, the full $2,208 goes toward utility bills first. That leaves fewer bills unpaid and prevents repeated 10% charges on older unpaid bills.

ONE EXAMPLE: MAY 2026

Older unpaid bills before May	$418.81
New May utility bill	$106.41
Patricia Peterson paid BEFORE May's fee	$498.00
Amount of May bill still unpaid after payment	$27.22
City's May fee	$120.10
Recalculated One-time May fee	$2.72
May fee amount challenged	$117.38

Fee rate used	10%

384 Center Street - Payment History: Etna City Charges vs. Amount Alleged Owed

Read across a row. The city's 10% fee is column D. The hypothetical one-time fee is column E. The difference to question is column F. Columns G–I show the effect on the whole account.

Yellow = City ledger or bill inputs. Green = alleged alternative. Peach = disputed difference. The last column explains how much of a NEW bill was still unpaid when that month's fee was charged.

Month	New utility bill	Peterson Paid	CITY'S 10% FEE	1-TIME FEE OF 10%	FEE DIFFERENCE	Monthly Balance City Charged	Rebuilt balance	Total gap	New bill unpaid at fee date with 1-time 10% Charge
02/2025	$126.78	$0.00	$12.68	$12.68	$0.00	$139.46	$139.46	$0.00	$126.78
03/2025	$97.51	$0.00	$22.43	$9.75	$12.68	$259.40	$246.72	$12.68	$97.51
04/2025	$112.73	$0.00	$33.70	$11.27	$22.43	$405.83	$370.72	$35.11	$112.73
05/2025	$106.13	$0.00	$44.31	$10.61	$33.70	$556.27	$487.46	$68.81	$106.13
06/2025	$142.15	$0.00	$58.54	$14.22	$44.32	$756.96	$643.83	$113.13	$142.15
07/2025	$304.93	$400.00	$66.18	$30.49	$35.69	$728.07	$579.25	$148.82	$304.93
08/2025	$150.43	$0.00	$81.24	$15.04	$66.20	$959.74	$744.72	$215.02	$150.43
09/2025	$121.20	$0.00	$93.35	$12.12	$81.23	$1,174.29	$878.04	$296.25	$121.20
10/2025	$126.53	$500.00	$80.09	$12.65	$67.44	$880.91	$517.22	$363.69	$126.53
11/2025	$106.56	$0.00	$90.75	$10.66	$80.09	$1,078.22	$634.44	$443.78	$106.56
12/2025	$104.23	$0.00	$101.17	$10.42	$90.75	$1,283.62	$749.09	$534.53	$104.23
01/2026	$98.50	$0.00	$111.02	$9.85	$101.17	$1,493.14	$857.44	$635.70	$98.50
02/2026	$109.93	$300.00	$122.00	$10.99	$111.01	$1,425.07	$678.36	$746.71	$109.93
03/2026	$100.83	$300.00	$122.59	$10.08	$112.51	$1,348.49	$489.27	$859.22	$100.83
04/2026	$110.37	$0.00	$133.63	$11.04	$122.59	$1,592.49	$610.68	$981.81	$110.37
05/2026	$106.41	$498.00	$120.10	$2.72	$117.38	$1,321.00	$221.81	$1,099.19	$27.22
06/2026	$115.37	$0.00	$131.63	$11.54	$120.09	$1,568.00	$348.72	$1,219.28	$115.37
07/2026	$127.28	$0.00	$144.36	$12.73	$131.63	$1,839.64	$488.73	$1,350.91	$127.28
08/2026	$187.33	$210.00	$163.10	$18.73	$144.37	$1,980.07	$484.79	$1,495.28	$187.33
09/2026	$176.79	$0.00	$0.00	$0.00	$0.00	$2,156.86	$661.58	$1,495.28	$0.00
TOTAL / END	**$2,631.99**	**$2,208.00**	**$1,732.87**	**$237.59**	**$1,495.28**	**$2,156.86**	**$661.58**	**$1,495.28**	

Payments made by Patricia Peterson and how they were applied by City of Etna

These are all six payments after the account reached zero in January 2025. The City applied a large part to old penalties. The comparison puts the same payment amounts toward original utility bills first.

Paid on	Month	PETERSON PAID	City to penalties	City to bills	Our plan to bills	Amount redirected
Jul 16, 2025	07/2025	$400.00	$171.66	$228.34	$400.00	$171.66
Oct 17, 2025	10/2025	$500.00	$240.77	$259.23	$500.00	$240.77
Feb 4, 2026	02/2026	$300.00	$300.00	$0.00	$300.00	$300.00
Mar 5, 2026	03/2026	$300.00	$205.03	$94.97	$300.00	$205.03
May 15, 2026	05/2026	$498.00	$256.22	$241.78	$498.00	$256.22
Aug 7, 2026	08/2026	$210.00	$210.00	$0.00	$210.00	$210.00
TOTAL		**$2,208.00**	**$1,383.68**	**$824.32**	**$2,208.00**	**$1,383.68**

Example: Patricia Peterson paid $300 in February 2026 and $210 in August 2026. The City's records show that all $510 went to penalties, not to the original utility bills.

NOTES: WHERE THE NUMBERS COME FROM

THE DOCUMENTS

Source	Document	Where	What it supports	Extra
City account history	Peterson UB.pdf	pp. 6–10	Bills, payments, 10% penalties, running balances	Statement printed Sep. 14, 2026
Water ordinance	Etna Water Code.pdf	§ 13.08.070, pp. 2–3	10% delinquency language; requires notice	https://ecode360.com/ET4432
Shutoff notice	Water Shutoff Notice.pdf	p. 1	Sep. 10 warning / Sep. 23 plan deadline	Notice states $1,980.07
Relevant decision	Waterman Convalescent Hosp. v. Jurupa Cmty. Servs. Dist.	53 Cal.App.4th 1550, 1553–1557	Interpretive authority; different statute governs district	See Attached Opinion

FACTS USED IN THIS WORKBOOK

1. Starting point: City's records show a zero balance after the Jan. 27, 2025 payment (posted Feb. 3).
2. All monthly bills after that zero balance are included through the Sep. 2, 2026 posting, including water, sewer, and other utility components.
3. All six payments totaling $2,208 are included. The dates and City's allocations come from the ledger.
4. City's balance was $1,980.07 after the August 2026 fee; the September 2026 $176.79 bill raised it to $2,156.86. No September 10% fee appears in the provided history.

ASSUMPTIONS USED IN MAKING CALCULATIONS

1. Assume every original monthly utility charge is valid.
2. Assume no more than one 10% initial fee on each month's bill that remained unpaid on its first fee-assessment date.
3. Credit each payment to the oldest original utility charges first; only excess cash goes to legitimate fees.
4. All six recorded payments occurred before their respective month's penalty was posted; in May 2026, the $498 payment covers $418.81 old utility charges and $79.19 of the new
5. Do not add a September 2026 penalty because the available history ends with the September 2 bill.

HOW TO CHECK THE MATH

Month by Month: Column F = City's fee minus our assumed one-time fee. The sum of F is the disputed difference.
Month by Month: City ending balance = last City balance + new bill - payment + City's fee. Rebuilt balance uses our example fee instead.
INTRO: Original bills minus all actual payments plus assumed one-time fees = reconstructed balance.
All totals refer to the Sep. 2, 2026 ledger. They will need updating if the City adds a fee or a payment is made.

City of Etna Account History
384 Center Street

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult / Meter No.	Usage / Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST			Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
01/11/2023	U Usage Entered		-350.0000 30624	0.00	0.00	0.00
01/31/2023	Usage Entered - R1	1	30274	0.00	0.00	0.00
373029				0.00		0.00
01/24/2023	R Receipt		0.0000 0	168.86	14.89	0.00
01/24/2023	567	1	0	109.93	42.95	400.00
372708				63.37		-7.28
01/31/2023	B Bill		0.0000 0	-7.70	4.50	0.00
01/31/2023	Billing	1	0	33.33	0.00	49.31
373749				19.18		42.03
01/31/2023	R Receipt		0.0000 0	-14.98	1.18	0.00
01/31/2023	Wrapup Transfer	1	0	8.76	0.00	0.00
373750				5.04		42.03
02/21/2023	P Penalty		0.0000 0	0.00	0.00	0.00
03/01/2023	Penalty	1	0	0.00	4.20	4.20
374177				0.00		46.23
02/28/2023	U Usage Entered		699.0000 30274	0.00	0.00	0.00
03/01/2023	Estimated Usage - E1	1	30973	0.00	0.00	0.00
374303				0.00		0.00
02/28/2023	B Bill		0.0000 0	15.38	4.50	0.00
03/01/2023	Billing	1	0	33.33	0.00	72.39
375005				19.18		118.62
03/08/2023	R Receipt		0.0000 0	16.76	7.82	0.00
03/08/2023	526	1	0	57.90	4.20	120.00
375141				33.32		-1.38
03/31/2023	B Bill		0.0000 0	38.21	4.50	0.00
04/04/2023	Billing	1	0	33.33	0.00	95.22
376303				19.18		93.84
03/31/2023	R Receipt		0.0000 0	-0.83	0.07	0.00
04/04/2023	Wrapup Transfer	1	0	0.48	0.00	0.00
376304				0.28		93.84
04/04/2023	U Usage Entered		1737.0000 30973	0.00	0.00	0.00
04/04/2023	Usage Entered - R1	1	32710	0.00	0.00	0.00
375808				0.00		0.00
04/28/2023	P Penalty		0.0000 0	0.00	0.00	0.00
04/28/2023	Penalty	1	0	0.00	9.39	9.39
376740				0.00		103.23
05/01/2023	B Bill		0.0000 0	19.78	4.50	0.00
05/11/2023	Billing	1	0	33.33	0.00	76.79
377527				19.18		180.02
05/01/2023	U Usage Entered		899.0000 32710	0.00	0.00	0.00
05/01/2023	Usage Entered - R2	1	33609	0.00	0.00	0.00
377072				0.00		0.00
05/21/2023	P Penalty		0.0000 0	0.00	0.00	0.00
05/26/2023	Penalty	1	0	0.00	17.06	17.06
377973				0.00		197.08

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult Usage / Meter No.	Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900	Cust Name: PETERSON PATRICIA				Cycle: CY1	Seq #: 0000029900
Loc ID: CENT-000384-0000-02	Svc Addr: 384 CENTER ST				Section: BB	Class: RESIDENTIAL
06/01/2023	U Usage Entered	1466.0000	33609	0.00	0.00	0.00
06/01/2023	Usage Entered - R3	1	35075	0.00	0.00	0.00
378305				0.00		0.00
06/01/2023	B Bill	0.0000	0	32.25	4.50	0.00
06/01/2023	Billing	1	0	33.33	0.00	89.26
378760				19.18		286.34
06/15/2023	R Receipt	0.0000	0	108.35	13.43	0.00
06/16/2023	1089 2218	1	0	99.51	26.45	305.00
378988				57.26		-18.66
07/01/2023	R Receipt	0.0000	0	-4.73	0.38	0.00
07/06/2023	Wrapup Transfer	1	0	2.76	0.00	0.00
379988				1.59		206.47
07/01/2023	B Bill	0.0000	0	168.12	4.50	0.00
07/06/2023	Billing	1	0	33.33	0.00	225.13
379987				19.18		206.47
07/05/2023	U Usage Entered	7642.0000	35075	0.00	0.00	0.00
07/05/2023	Usage Entered - R4	1	42717	0.00	0.00	0.00
379526				0.00		0.00
07/21/2023	P Penalty	0.0000	0	0.00	0.00	0.00
08/01/2023	Penalty	1	0	0.00	20.65	20.65
380434				0.00		227.12
08/01/2023	U Usage Entered	3726.0000	42717	0.00	0.00	0.00
08/01/2023	Usage Entered - R5	1	46443	0.00	0.00	0.00
380563				0.00		0.00
08/01/2023	B Bill	0.0000	0	81.97	4.50	0.00
08/02/2023	Billing	1	0	33.33	0.00	138.98
381191				19.18		366.10
08/21/2023	P Penalty	0.0000	0	0.00	0.00	0.00
08/30/2023	Penalty	1	0	0.00	34.55	34.55
381646				0.00		400.65
08/31/2023	U Usage Entered	2982.0000	46443	0.00	0.00	0.00
08/31/2023	Usage Entered - R6	1	49425	0.00	0.00	0.00
381886				0.00		0.00
09/01/2023	B Bill	0.0000	0	65.60	4.50	0.00
09/01/2023	Billing	1	0	33.33	0.00	122.61
382417				19.18		523.26
09/21/2023	P Penalty	0.0000	0	0.00	0.00	0.00
09/29/2023	Penalty	1	0	0.00	27.33	27.33
383044				0.00		300.59
09/27/2023	R Receipt	0.0000	0	133.17	4.87	0.00
09/29/2023	244	1	0	36.03	55.20	250.00
382974				20.73		273.26
09/29/2023	U Usage Entered	2138.0000	49425	0.00	0.00	0.00
09/29/2023	Usage Entered - R7	1	51563	0.00	0.00	0.00
382877				0.00		0.00

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult / Meter No.	Usage	Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST				Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
10/01/2023	B Bill		0.0000	0	55.59	0.00	0.00
09/29/2023	Billing	1		0	35.26	0.00	110.49
383643					19.64		411.08
10/21/2023	P Penalty		0.0000	0	0.00	0.00	0.00
10/27/2023	Penalty	1		0	0.00	38.39	38.39
384092					0.00		449.47
11/01/2023	B Bill		0.0000	0	17.39	4.50	0.00
11/02/2023	Billing	1		0	35.26	0.00	76.79
384870					19.64		526.26
11/02/2023	U Usage Entered		669.0000	51563	0.00	0.00	0.00
11/02/2023	Usage Entered - R8	1		52232	0.00	0.00	0.00
384429					0.00		0.00
11/21/2023	P Penalty		0.0000	0	0.00	0.00	0.00
11/28/2023	Penalty	1		0	0.00	46.06	46.06
385315					0.00		572.32
12/01/2023	U Usage Entered		295.0000	52232	0.00	0.00	0.00
12/01/2023	Usage Entered - R9	1		52527	0.00	0.00	0.00
385653					0.00		0.00
12/01/2023	R Receipt		0.0000	0	0.00	-4.50	0.00
12/01/2023	Wrapup Transfer	1		0	0.00	4.50	0.00
386354					0.00		630.39
12/01/2023	B Bill		0.0000	0	7.67	-4.50	0.00
12/01/2023	Billing	1		0	35.26	0.00	58.07
386353					19.64		630.39
12/21/2023	P Penalty		0.0000	0	0.00	0.00	0.00
12/29/2023	Penalty	1		0	0.00	52.31	52.31
386845					0.00		682.70
01/01/2024	B Bill		0.0000	0	5.04	0.00	0.00
01/03/2024	Billing	1		0	35.26	0.00	59.94
387601					19.64		742.64
01/02/2024	U Usage Entered		194.0000	52527	0.00	0.00	0.00
01/02/2024	Usage Entered - R1	1		52721	0.00	0.00	0.00
387173					0.00		0.00
01/09/2024	R Receipt		0.0000	0	43.08	2.20	0.00
01/10/2024	288	1		0	28.86	159.59	250.00
387697					16.27		492.64
01/21/2024	P Penalty		0.0000	0	0.00	0.00	0.00
01/24/2024	Penalty	1		0	0.00	49.27	49.27
388031					0.00		541.91
01/31/2024	U Usage Entered		171.0000	52721	0.00	0.00	0.00
01/31/2024	Usage Entered - R2	1		52892	0.00	0.00	0.00
388385					0.00		0.00
02/01/2024	B Bill		0.0000	0	4.45	0.00	0.00
02/01/2024	Billing	1		0	35.26	0.00	59.35
388824					19.64		601.26

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Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST				Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL
02/21/2024	P Penalty		0.0000 / 0	0.00	0.00	0.00
02/27/2024	Penalty	1	0	0.00	55.21	55.21
389256				0.00		656.47
03/01/2024	B Bill		0.0000 / 0	3.69	0.00	0.00
03/01/2024	Billing	1	0	35.26	0.00	58.59
390015				19.64		715.06
03/01/2024	U Usage Entered		142.0000 / 52892	0.00	0.00	0.00
03/01/2024	Usage Entered - R3	1	53034	0.00	0.00	0.00
389573				0.00		0.00
03/18/2024	R Receipt		0.0000 / 0	122.54	5.99	0.00
03/18/2024	324	1	0	118.55	104.48	418.13
390225				66.57		296.93
03/21/2024	P Penalty		0.0000 / 0	0.00	0.00	0.00
03/25/2024	Penalty	1	0	0.00	29.70	29.70
390452				0.00		326.63
03/27/2024	U Usage Entered		127.0000 / 53034	0.00	0.00	0.00
03/27/2024	Usage Entered - R4	1	53161	0.00	0.00	0.00
390783				0.00		0.00
04/01/2024	B Bill		0.0000 / 0	3.30	0.00	0.00
03/28/2024	Billing	1	0	35.26	0.00	58.20
391225				19.64		384.83
04/21/2024	P Penalty		0.0000 / 0	0.00	0.00	0.00
04/24/2024	Penalty	1	0	0.00	35.52	35.52
391649				0.00		420.35
05/01/2024	B Bill		0.0000 / 0	7.96	0.00	0.00
05/01/2024	Billing	1	0	35.26	0.00	62.86
392471				19.64		483.21
05/01/2024	U Usage Entered		306.0000 / 53161	0.00	0.00	0.00
05/01/2024	Usage Entered - R5	1	53467	0.00	0.00	0.00
391999				0.00		0.00
05/06/2024	R Receipt		0.0000 / 0	108.00	4.56	0.00
05/08/2024	331	1	0	195.58	65.22	482.70
392581				109.34		0.51
05/14/2024	R Receipt		0.0000 / 0	99.55	0.00	0.00
05/16/2024	339	1	0	0.29	0.00	100.00
392697				0.16		-99.49
05/30/2024	U Usage Entered		-71.0000 / 63467	0.00	0.00	0.00
05/30/2024	Usage Entered - R6	1	63396	0.00	0.00	0.00
393039				0.00		0.00
06/01/2024	R Receipt		0.0000 / 0	-54.90	0.00	0.00
05/31/2024	Wrapup Transfer	1	0	35.26	0.00	0.00
393683				19.64		-46.44
06/01/2024	B Bill		0.0000 / 0	-1.85	0.00	0.00
05/31/2024	Billing	1	0	35.26	0.00	53.05
393682				19.64		-46.44

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Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST			Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
07/01/2024	B Bill		0.0000 / 0	79.09	0.00	0.00
07/02/2024	Billing	1	0	35.26	0.00	133.99
394912				19.64		87.55
07/01/2024	R Receipt		0.0000 / 0	-19.03	0.00	0.00
07/02/2024	Wrapup Transfer	1	0	12.22	0.00	0.00
394913				6.81		87.55
07/01/2024	U Usage Entered		3042.0000 / 63396	0.00	0.00	0.00
07/01/2024	Usage Entered - R7	1	66438	0.00	0.00	0.00
394370				0.00		0.00
07/21/2024	P Penalty		0.0000 / 0	0.00	0.00	0.00
07/31/2024	Penalty	1	0	0.00	8.75	8.75
395336				0.00		96.30
07/31/2024	U Usage Entered		6202.0000 / 66438	0.00	0.00	0.00
08/02/2024	Usage Entered - R8	1	72640	0.00	0.00	0.00
395602				0.00		0.00
08/01/2024	B Bill		0.0000 / 0	161.25	0.00	0.00
08/05/2024	Billing	1	0	35.26	0.00	216.15
396154				19.64		312.45
08/21/2024	R Receipt		0.0000 / 0	243.30	0.00	0.00
08/23/2024	379	1	0	58.30	8.75	342.82
396489				32.47		-30.37
09/01/2024	B Bill		0.0000 / 0	105.95	0.00	0.00
09/05/2024	Billing	1	0	35.26	0.00	160.85
397363				19.64		130.48
09/01/2024	R Receipt		0.0000 / 0	-10.37	0.00	0.00
09/05/2024	Wrapup Transfer	1	0	6.66	0.00	0.00
397364				3.71		130.48
09/03/2024	U Usage Entered		4075.0000 / 72640	0.00	0.00	0.00
09/03/2024	Usage Entered - R9	1	76715	0.00	0.00	0.00
396740				0.00		0.00
09/21/2024	P Penalty		0.0000 / 0	0.00	0.00	0.00
09/30/2024	Penalty	1	0	0.00	13.05	13.05
397842				0.00		143.53
10/01/2024	B Bill		0.0000 / 0	82.86	0.00	0.00
10/04/2024	Billing	1	0	35.26	0.00	137.76
398653				19.64		281.29
10/03/2024	U Usage Entered		3187.0000 / 99992	0.00	0.00	0.00
10/03/2024	Usage Entered - R1	1	3179	0.00	0.00	0.00
397988				0.00		0.00
10/28/2024	R Receipt		0.0000 / 0	187.52	0.00	0.00
10/28/2024	163	1	0	63.86	13.05	300.00
398993				35.57		-18.71
10/29/2024	U Usage Entered		2360.0000 / 3179	0.00	0.00	0.00
10/30/2024	Badger Import - R2	1	5539	0.00	0.00	0.00
399437				0.00		0.00

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Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST				Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
11/01/2024	B Bill		0.0000	0	73.16	0.00	0.00
10/31/2024	Billing	1		0	37.35	0.00	130.62
399959					20.11		111.91
11/01/2024	R Receipt		0.0000	0	-8.23	0.00	0.00
10/31/2024	Wrapup Transfer	1		0	5.35	0.00	0.00
399960					2.88		111.91
11/21/2024	P Penalty		0.0000	0	0.00	0.00	0.00
11/22/2024	Penalty	1		0	0.00	11.19	11.19
400415					0.00		123.10
12/01/2024	B Bill		0.0000	0	69.41	0.00	0.00
12/03/2024	December 2024	1		0	37.35	0.00	126.87
401214					20.11		249.97
12/02/2024	U Usage Entered		2239.0000	5539	0.00	0.00	0.00
12/02/2024	Usage Entered - R3	1		7778	0.00	0.00	0.00
400485					0.00		0.00
12/21/2024	P Penalty		0.0000	0	0.00	0.00	0.00
12/23/2024	Penalty	1		0	0.00	23.88	23.88
401651					0.00		273.85
12/31/2024	U Usage Entered		3134.0000	7778	0.00	0.00	0.00
12/31/2024	Badger Import - R4	1		10912	0.00	0.00	0.00
401995					0.00		0.00
01/01/2025	B Bill		0.0000	0	97.15	0.00	0.00
01/02/2025	JAN 2025 BILLS	1		0	37.35	0.00	154.61
402477					20.11		428.46
01/21/2025	P Penalty		0.0000	0	0.00	0.00	0.00
01/23/2025	Penalty	1		0	0.00	39.34	39.34
402917					0.00		467.80
01/27/2025	R Receipt		0.0000	0	229.24	0.00	0.00
02/03/2025	1157	1		0	106.70	74.41	467.80
403323					57.45		0.00
01/31/2025	U Usage Entered		2236.0000	10912	0.00	0.00	0.00
02/03/2025	Badger Import - R5	1		13148	0.00	0.00	0.00
403266					0.00		0.00
02/01/2025	B Bill		0.0000	0	69.32	0.00	0.00
02/03/2025	Billing	1		0	37.35	0.00	126.78
403765					20.11		126.78
02/21/2025	P Penalty		0.0000	0	0.00	0.00	0.00
02/26/2025	Penalty	1		0	0.00	12.68	12.68
404211					0.00		139.46
02/27/2025	U Usage Entered		1292.0000	13148	0.00	0.00	0.00
02/27/2025	Badger Import - R6	1		14440	0.00	0.00	0.00
404558					0.00		0.00
03/01/2025	B Bill		0.0000	0	40.05	0.00	0.00
02/28/2025	Billing	1		0	37.35	0.00	97.51
405030					20.11		236.97

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult / Meter No.	Usage / Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST			Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
03/21/2025	P Penalty		0.0000 / 0	0.00	0.00	0.00
03/25/2025	Penalty	1	0	0.00	22.43	22.43
405484				0.00		259.40
04/01/2025	U Usage Entered		1783.0000 / 14440	0.00	0.00	0.00
04/01/2025	Badger Import - R7	1	16223	0.00	0.00	0.00
405831				0.00		0.00
04/01/2025	B Bill		0.0000 / 0	55.27	0.00	0.00
04/02/2025	Billing	1	0	37.35	0.00	112.73
406313				20.11		372.13
04/21/2025	P Penalty		0.0000 / 0	0.00	0.00	0.00
04/29/2025	Penalty	1	0	0.00	33.70	33.70
406747				0.00		405.83
04/30/2025	U Usage Entered		1570.0000 / 16223	0.00	0.00	0.00
04/30/2025	Badger Import - R8	1	17793	0.00	0.00	0.00
407093				0.00		0.00
05/01/2025	B Bill		0.0000 / 0	48.67	0.00	0.00
05/01/2025	Billing	1	0	37.35	0.00	106.13
407563				20.11		511.96
05/21/2025	P Penalty		0.0000 / 0	0.00	0.00	0.00
05/29/2025	Penalty	1	0	0.00	44.31	44.31
408011				0.00		556.27
05/30/2025	U Usage Entered		2732.0000 / 17793	0.00	0.00	0.00
06/03/2025	Badger Import - R9	1	20525	0.00	0.00	0.00
408352				0.00		0.00
06/01/2025	B Bill		0.0000 / 0	84.69	0.00	0.00
06/03/2025	Billing	1	0	37.35	0.00	142.15
408817				20.11		698.42
06/21/2025	P Penalty		0.0000 / 0	0.00	0.00	0.00
06/30/2025	Penalty	1	0	0.00	58.54	58.54
409272				0.00		756.96
07/01/2025	B Bill		0.0000 / 0	247.47	0.00	0.00
07/02/2025	Billing	1	0	37.35	0.00	304.93
410067				20.11		1,061.89
07/01/2025	U Usage Entered		7983.0000 / 20525	0.00	0.00	0.00
07/01/2025	Badger Import - R1	1	28508	0.00	0.00	0.00
409614				0.00		0.00
07/16/2025	R Receipt		0.0000 / 0	116.26	0.00	0.00
07/16/2025	Batch Receipts	1	0	72.86	171.66	400.00
410247				39.22		661.89
07/21/2025	P Penalty		0.0000 / 0	0.00	0.00	0.00
07/29/2025	Penalty	1	0	0.00	66.18	66.18
410534				0.00		728.07
07/31/2025	U Usage Entered		2999.0000 / 28508	0.00	0.00	0.00
07/31/2025	Badger Import - R2	1	31507	0.00	0.00	0.00
410881				0.00		0.00

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult Usage / Meter No.	Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST			Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
08/01/2025	B Bill	0.0000	0	92.97	0.00	0.00
08/04/2025	Billing	1	0	37.35	0.00	150.43
411370				20.11		878.50
08/21/2025	P Penalty	0.0000	0	0.00	0.00	0.00
08/28/2025	Penalty	1	0	0.00	81.24	81.24
411828				0.00		959.74
08/28/2025	U Usage Entered	2056.0000	31507	0.00	0.00	0.00
08/28/2025	Badger Import - R3	1	33563	0.00	0.00	0.00
412175				0.00		0.00
09/01/2025	B Bill	0.0000	0	63.74	0.00	0.00
08/28/2025	Billing	1	0	37.35	0.00	121.20
412633				20.11		1,080.94
09/21/2025	P Penalty	0.0000	0	0.00	0.00	0.00
09/30/2025	Penalty	1	0	0.00	93.35	93.35
413096				0.00		1,174.29
09/30/2025	U Usage Entered	2228.0000	33563	0.00	0.00	0.00
09/30/2025	Badger Import - R4	1	35791	0.00	0.00	0.00
413447				0.00		0.00
10/01/2025	B Bill	0.0000	0	69.07	0.00	0.00
10/01/2025	Billing	1	0	37.35	0.00	126.53
413936				20.11		1,300.82
10/17/2025	R Receipt	0.0000	0	162.70	0.00	0.00
10/22/2025	442	1	0	62.74	240.77	500.00
414130				33.79		800.82
10/21/2025	P Penalty	0.0000	0	0.00	0.00	0.00
10/29/2025	Penalty	1	0	0.00	80.09	80.09
414388				0.00		880.91
10/31/2025	U Usage Entered	1253.0000	35791	0.00	0.00	0.00
10/31/2025	Badger Import - R5	1	37044	0.00	0.00	0.00
414741				0.00		0.00
11/01/2025	B Bill	0.0000	0	46.36	0.00	0.00
10/31/2025	Billing	1	0	39.61	0.00	106.56
415193				20.59		987.47
11/21/2025	P Penalty	0.0000	0	0.00	0.00	0.00
11/26/2025	Penalty	1	0	0.00	90.75	90.75
415663				0.00		1,078.22
12/01/2025	B Bill	0.0000	0	44.03	0.00	0.00
12/01/2025	Billing	1	0	39.61	0.00	104.23
416459				20.59		1,182.45
12/01/2025	U Usage Entered	1190.0000	37044	0.00	0.00	0.00
12/01/2025	Badger Import - R6	1	38234	0.00	0.00	0.00
416010				0.00		0.00
12/21/2025	P Penalty	0.0000	0	0.00	0.00	0.00
12/29/2025	Penalty	1	0	0.00	101.17	101.17
416916				0.00		1,283.62

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult Usage / Meter No.	Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST			Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL	
12/29/2025	U Usage Entered	1035.0000	38234	0.00	0.00	0.00
12/29/2025	Badger Import - R7	1	39269	0.00	0.00	0.00
417267				0.00		0.00
01/01/2026	B Bill	0.0000	0	38.30	0.00	0.00
12/31/2025	Billing	1	0	39.61	0.00	98.50
417738				20.59		1,382.12
01/21/2026	P Penalty	0.0000	0	0.00	0.00	0.00
01/28/2026	Penalty	1	0	0.00	111.02	111.02
418181				0.00		1,493.14
02/01/2026	B Bill	0.0000	0	49.73	0.00	0.00
02/04/2026	Billing	1	0	39.61	0.00	109.93
419031				20.59		1,303.07
02/02/2026	U Usage Entered	1344.0000	39269	0.00	0.00	0.00
02/04/2026	Badger Import - R8	1	40613	0.00	0.00	0.00
418563				0.00		0.00
02/04/2026	R Receipt	0.0000	0	0.00	0.00	0.00
02/04/2026	478	1	0	0.00	300.00	300.00
418200				0.00		1,193.14
02/21/2026	P Penalty	0.0000	0	0.00	0.00	0.00
02/24/2026	Penalty	1	0	0.00	122.00	122.00
419488				0.00		1,425.07
02/27/2026	U Usage Entered	1098.0000	40613	0.00	0.00	0.00
03/02/2026	Badger Import - R9	1	41711	0.00	0.00	0.00
419857				0.00		0.00
03/01/2026	B Bill	0.0000	0	40.63	0.00	0.00
03/02/2026	Billing	1	0	39.61	0.00	100.83
420304				20.59		1,525.90
03/05/2026	R Receipt	0.0000	0	52.21	0.00	0.00
03/10/2026	1173	1	0	27.94	205.03	300.00
420381				14.82		1,225.90
03/21/2026	P Penalty	0.0000	0	0.00	0.00	0.00
03/26/2026	Penalty	1	0	0.00	122.59	122.59
420761				0.00		1,348.49
03/31/2026	U Usage Entered	1356.0000	41711	0.00	0.00	0.00
03/31/2026	Badger Import - R1	1	43067	0.00	0.00	0.00
421120				0.00		0.00
04/01/2026	B Bill	0.0000	0	50.17	0.00	0.00
04/01/2026	Billing	1	0	39.61	0.00	110.37
421573				20.59		1,458.86
04/21/2026	P Penalty	0.0000	0	0.00	0.00	0.00
04/22/2026	Penalty	1	0	0.00	133.63	133.63
422016				0.00		1,592.49
04/28/2026	U Usage Entered	1249.0000	43067	0.00	0.00	0.00
04/28/2026	Badger Import - R2	1	44316	0.00	0.00	0.00
422364				0.00		0.00

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult / Meter No.	Usage / Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY	Other / Total / New Bal
Acct No: 0004-29900 Loc ID: CENT-000384-0000-02	Cust Name: PETERSON PATRICIA Svc Addr: 384 CENTER ST				Cycle: CY1 Section: BB	Seq #: 0000029900 Class: RESIDENTIAL
05/01/2026	B Bill		0.0000	46.21	0.00	0.00
04/29/2026	Billing	1	0	39.61	0.00	106.41
422827				20.59		1,698.90
05/15/2026	R Receipt		0.0000	128.34	0.00	0.00
05/15/2026	1181	1	0	74.23	256.22	498.00
422989				39.21		1,200.90
05/21/2026	P Penalty		0.0000	0.00	0.00	0.00
05/21/2026	Penalty	1	0	0.00	120.10	120.10
423275				0.00		1,321.00
06/01/2026	B Bill		0.0000	55.17	0.00	0.00
06/04/2026	Billing	1	0	39.61	0.00	115.37
424089				20.59		1,436.37
06/01/2026	U Usage Entered	1491.0000	44316	0.00	0.00	0.00
06/02/2026	Badger Import - R3	1	45807	0.00	0.00	0.00
423620				0.00		0.00
06/21/2026	P Penalty		0.0000	0.00	0.00	0.00
06/24/2026	Penalty	1	0	0.00	131.63	131.63
424521				0.00		1,568.00
06/26/2026	U Usage Entered	1813.0000	45807	0.00	0.00	0.00
06/26/2026	Badger Import - R4	1	47620	0.00	0.00	0.00
424870				0.00		0.00
07/01/2026	B Bill		0.0000	67.08	0.00	0.00
06/30/2026	Billing	1	0	39.61	0.00	127.28
425324				20.59		1,695.28
07/21/2026	P Penalty		0.0000	0.00	0.00	0.00
07/24/2026	Penalty	1	0	0.00	144.36	144.36
425786				0.00		1,839.64
07/31/2026	U Usage Entered	3436.0000	47620	0.00	0.00	0.00
08/03/2026	Badger Import - R5	1	51056	0.00	0.00	0.00
426162				0.00		0.00
08/01/2026	B Bill		0.0000	127.13	0.00	0.00
08/04/2026	Billing	1	0	39.61	0.00	187.33
426629				20.59		2,026.97
08/07/2026	R Receipt		0.0000	0.00	0.00	0.00
08/14/2026	1224	1	0	0.00	210.00	210.00
426713				0.00		1,816.97
08/21/2026	P Penalty		0.0000	0.00	0.00	0.00
08/27/2026	Penalty	1	0	0.00	163.10	163.10
427080				0.00		1,980.07
09/01/2026	U Usage Entered	3151.0000	51056	0.00	0.00	0.00
09/01/2026	Badger Import - R6	1	54207	0.00	0.00	0.00
427425				0.00		0.00
09/01/2026	B Bill		0.0000	116.59	0.00	0.00
09/02/2026	Billing	1	0	39.61	0.00	176.79
427905				20.59		2,156.86

Trans Date / Entry Date / Record No.	Transaction Type / Note	Mult Usage / Meter No.	Prev Read / Curr Read	WATER USEA / MONTHLY SE / MONTHLY WA	SEWER BOND / PENALTY				Other / Total / New Bal
Acct No: 0004-29900	Cust Name: PETERSON PATRICIA				Cycle: CY1	Seq #: 0000029900			
Loc ID: CENT-000384-0000-02	Svc Addr: 384 CENTER ST				Section: BB	Class: RESIDENTIAL			
	ACCOUNT TOTALS:			4,445.18	86.89				0.00
				2,793.70	4,191.20				13,053.04
	90,306.00			1,536.07					
	GRAND TOTALS:			4,445.18	86.89	0.00	0.00	0.00	0.00
				2,793.70	4,191.20	0.00	0.00	0.00	13,053.04
	90,306.00			1,536.07	0.00	0.00	0.00	0.00	

Waterman Convalescent Hospital, Inc. v. Jurupa Community Services District
(1996) 53 Cal.App.4th 1550

Waterman Convalescent Hosp. v. Jurupa Cmty. Servs. Dist.

Court of Appeal of California, Fourth Appellate District, Division Two

November 26, 1996, Decided

No. E016924.

Reporter

53 Cal. App. 4th 1550 *; 62 Cal. Rptr. 2d 264 **; 1996 Cal. App. LEXIS 1228 ***; 97 Cal. Daily Op. Service 2526; 97 Daily Journal DAR 4415

WATERMAN CONVALESCENT HOSPITAL, INC., Plaintiff and Appellant, v. JURUPA COMMUNITY SERVICES DISTRICT, Defendant and Respondent.

Subsequent History: [***1] The Publication Status of this Document has been Changed by the Supreme Court from Unpublished to Published April 2, 1997.

Prior History: APPEAL from the Superior Court of Riverside County. Super.Ct.No. 256840. James D. Ward, Judge.

Disposition: The judgment is reversed. On remand, the trial court is directed to reconsider Waterman's motion for summary judgment in the light of the discussion in this opinion.

Counsel: Christine J. Wilson and Elizabeth Plott Tyler for Plaintiff and Appellant.

Best, Best & Krieger, Gene Tanaka and Susan E. Dumouchel for Defendant and Respondent.

Judges: Opinion by Hollenhorst, J., with Ramirez, P. J., and McKinster, J., concurring.

Opinion by: HOLLENHORST

Opinion

[*1551] [**264] **HOLLENHORST, J.**

Plaintiff, a customer of defendant water district, filed this action to challenge certain late fees and penalties assessed by the [*1552] district. Plaintiff contended that the method of computation of penalties, late fees, and charges violates *Government Code section 61621*. The trial court disagreed and granted summary judgment for the water district.

UNDISPUTED FACTS

The Jurupa Community Services District (District) provided water and sewer services for a fee to plaintiff [***2] Waterman Convalescent Hospital, Inc., doing business as Mt. Rubidoux Convalescent Center (Waterman). Billing was on a monthly basis.

Waterman's April 24, 1991, bill for water and sewer services was $ 877.54. Payment was due May 20, 1991. A dispute arose as to whether this payment was made on time, but late payment was conceded for purposes of the summary judgment motion.

[**265] Contending the payment was late, the District issued its May 22 bill consisting of $ 1,015.18 for current services and $ 87.75 for a late penalty. The $ 87.75 represented a 10 percent late charge on the $ 877.54 April bill. Waterman paid the $ 1,015.18 on June 6, 1991, which the District applied to the May 22 bill, leaving $ 87.75 unpaid.

The next bill was dated June 26, 1991, and consisted of $ 1,222.46 for current services and another 10 percent late charge on the $ 87.75, or $ 8.78. Thus, each month Waterman paid the current charges and was charged an additional 10 percent late charge on the unpaid balance. This continued

until April 1994, when the total due reached $ 1,684.45. At that point, the District threatened to cut off services and Waterman paid the bill under protest and brought this action to recover [***3] the amount paid.

DISCUSSION

(1) Waterman contends that the District's billing policy violates *Government Code section 61621* and the District's Ordinance No. 81 because the District is charging a 10 percent penalty on prior 10 percent penalties.

The District contends that it applies any monthly payment to the earlier outstanding bill and, if the current bill thereby becomes not fully paid, a new 10 percent penalty is applied to the outstanding balance of the current bill. It argues that neither the statute nor the ordinance sets forth the *manner* in which payments are to be applied to an account, and thus it does not violate the statute or the ordinance.

Government Code section 61621, in relevant part, provides: "A district may provide for the collection of charges. Remedies for their collection and [*1553] enforcement are cumulative and may be pursued alternatively or consecutively as the local agency determines. [P] A district may provide for a basic penalty of not more than 10 percent for nonpayment of the charges within the time and in the manner prescribed by it, and in addition may provide for a penalty of not exceeding one-half of 1 percent per month for nonpayment [***4] of the charges and basic penalty. It may provide for collection of the penalties herein provided for." [1]

Waterman interprets the statute as authorizing (1) monthly charges [***5] for services provided; (2) a 10 percent penalty for nonpayment of charges and (3) an additional penalty of one-half of 1 percent for nonpayment of charges and basic penalty. It argues that there was only one untimely payment, and only one 10 percent basic penalty was authorized. When it continued to pay current monthly charges, only the one basic penalty of $ 87.75 remained unpaid, and it argues that only a 1/2 percent penalty could be applied for that nonpayment. In other words, Waterman argues that, once the basic 10 percent late payment penalty is applied, the only further penalty which may be added is the 1/2 percent penalty. Waterman therefore contends that the District was unlawfully charging penalties on top of penalties. It calculates the maximum penalty which could have been charged (in the applicable time period here) for the one late payment of $ 87.75 as $ 102.42.

The District denies that it was compounding penalties, i.e., that it was charging penalties on top of penalties. It maintains that "the Legislature clearly left the manner in which the fees are collected, and the manner in which payments are applied, to the discretion of the District. There is nothing in the [***6] statute or the ordinance which prevents the District from applying a payment to a customer's late fee first, and then the balance to a customer's monthly bill, in order to collect a late payment penalty." In other words, [**266] "the District would apply Waterman's monthly payment to the unpaid portion of Waterman's previous month's bill, leaving an unpaid balance on Waterman's current monthly bill, against which a 10 penalty was assessed."

The difficulty with the District's argument is that the statute authorizes a basic penalty for late *payments* (nonpayment within the time specified for [*1554] payment), but not a basic penalty for partially unpaid *monthly account balances*. Instead,

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[1] The parties do not focus their arguments on the District's Ordinance No. 81. It provides, in relevant part, "All bills for water service shall be due and payable immediately upon receipt. There shall be added to any bill for water service for which payment is not received by 5 p.m. on the 26th day following the billing date a basic penalty in an amount equal to ten percent (10). . . . [P] If a delinquent water bill is not paid in full, including penalties, by the 40th day following the billing date, the General Manager shall turn-off and discontinue water service to the consumer . . . . [P] All delinquent bills which are not paid by the 60th day following the billing date shall be subject to a delinquency penalty of one-half of one percent (.005) per month which shall apply from the billing date until the bill is paid in full."

the statute provides that, if the charges and basic penalty remain unpaid, an additional one-half of 1 percent penalty may be applied. While we find the statute to be clear and unambiguous, the District's interpretation renders the additional penalty provision meaningless.

Waterman cites *Schuhart v. Pinguelo (1991) 230 Cal. App. 3d 1599 [282 Cal. Rptr. 144]* in support of its position. In that case, the trial court interpreted a statute relating to water district improvement bonds. The statute [***7] provided for a 1 percent penalty for late payment and the appellate court held that the trial court erred in applying a 2 percent penalty provided in a subsequent statute.

The appellate court also considered a secondary issue which is cited here. The trial court had interpreted the statute and a penalty clause in the bond to allow compounding of the monthly penalty. The trial court accepted the plaintiff's argument that "after the first penalty is calculated, this initial penalty merges with the initial delinquent payment to become the new delinquency upon which the next month's penalty is to be calculated." (*Schuhart v. Pinguelo, supra, 230 Cal. App. 3d 1599, 1607*.) The appellate court found this interpretation to be erroneous. It said: "The statute scrupulously maintains a distinction between penalties and delinquent payments of principal and interest, directing the continued imposition of penalties until 'such delinquent payment and all penalties thereon are fully paid,' and directing the treasurer to collect 'such penalties with and as a part of the delinquent payment.' " (*Id., at p. 1608*.)

Although the court expressed its belief that the Legislature did not intend [***8] to impose a 1 percent penalty on the amount of delinquent principal and/or interest each month, it found the language arguably ambiguous. It therefore considered legislative intent and found that absurd consequences would result from plaintiff's interpretation. After examining the legislative materials, it found no intent to allow compounded penalties. The court also noted that plaintiff had "failed to cite a single statute or case that authorizes compounding of penalties. Penalties and forfeitures are not favored by the courts, and statutes imposing penalties or creating forfeitures must be strictly construed." (*Schuhart v. Pinguelo, supra, 230 Cal. App. 3d 1599, 1610*.)

We agree with Waterman that the statute here is clear and unambiguous, and that it does not authorize the penalties imposed here. The statute authorizes a "basic penalty of not more than 10 percent" for late payments. It also authorizes an additional penalty "not exceeding one-half of 1 percent [*1555] per month for nonpayment of the charges and basic penalty." (*Gov. Code, § 61621*.) Here, there was only one late payment, and the basic penalty amounting to $ 87.75 was charged. Upon nonpayment of this [***9] amount, the district could charge an additional penalty of one-half of 1 percent per month.

Instead, the District charged a 10 percent penalty on the $ 87.75 late charge and thus added $ 8.78 to Waterman's bill. The following month, it added the two 10 percent penalties to total $ 96.53 and then charged another 10 percent, or $ 9.65, to the bill. We find this progression of 10 percent basic penalties is not authorized by the statute. The District thus admitted "that [it] applied a charge of ten percent (10) per month each and every month to Plaintiff's account for water services between May 1991 and March 1994." This practice is the problem. As noted above, the basic penalty is for nonpayment within the time specified, *not* for having a monthly account balance.

While we agree with the District that the statute does not specify the manner in which payments are applied to an account, and that the application of payments to the oldest balances first is not barred by the [**267] statute, the fact remains that only the penalties specified by the statute are authorized. (Cf. *Fin. Code, § 4001*; *Hitz v. First Interstate Bank (1995) 38 Cal. App. 4th 274 [44 Cal. Rptr. 2d 890]* [late [***10] fees on consumer credit card

accounts]; *Beasley v. Wells Fargo Bank (1991) 235 Cal. App. 3d 1383 [1 Cal. Rptr. 2d 446]* [same].)

The District argues that Waterman's interpretation of the statute would create an absurdity because the District would be effectively prevented from ever collecting a late payment penalty where a customer is making partial payments. We disagree. If a customer fails to make payments within the specified time, including the basic penalty for late payment, the additional payment of "one-half of 1 percent per month for nonpayment of the charges and basic penalty" (*Gov. Code, § 61621*) may be charged. In addition, the District has the other very effective remedies of cutting off service or putting a lien on the property. (*Gov. Code, § 61621*; *Perez v. City of San Bruno (1980) 27 Cal. 3d 875, 886-888 [168 Cal. Rptr. 114, 616 P.2d 1287]*.) While the District appears to feel that the additional penalty of one-half of 1 percent is inadequate, its remedy is in amendment of the statute.

In addition, we note that the District did not follow the provisions of its own Ordinance No. 81. That ordinance provides for a 10 percent penalty for delinquent payments. [***11] (See fn. 1, *ante*.) It then provides that, if the bill is not paid in full by the 40th day, the water shall be turned off. If the bill is not [*1556] paid by the 60th day, the additional penalty of one-half of 1 percent applies. (*Ibid.*) The Ordinance also refers to delinquent *payments*, not delinquent account balances. It thus supports Waterman's interpretation that only one basic penalty is allowable for each late payment.

Finally, as noted above, the plaintiff in *Schuhart* argued "that after the first penalty is calculated, this initial penalty merges with the initial delinquent payment to become the new delinquency upon which the next month's penalty is to be calculated." (*Schuhart v. Pinguelo, supra, 230 Cal. App. 3d 1599, 1607*.) This argument, which was rejected in *Schuhart*, is the same method as was used here: the current payment is applied to the earlier deficit balance, thus creating a cumulative payment balance in the current month which is subject to a new penalty. The *Schuhart* court found no statutory basis for such an interpretation, pointing out that "[t]he statute scrupulously maintains a distinction between penalties and delinquent [***12] payments of principal and interest . . . ." (*Id., at p. 1608*.) The same is true here, as the statute here clearly distinguishes between charges for services, the basic penalty, and the additional penalty.

The District attempts to fit within *Schuhart* by arguing that "the facts show that the District scrupulously maintained a distinction between penalties and monthly charges." Yet the facts show that the District's accounting practice had the opposite effect: The application of a monthly payment to the preceding month's unpaid penalty generated an unpaid cumulative balance in the current month which then provided the basis for another 10 percent penalty. Thus, the District's accountant advised Waterman in 1994 that "[t]he current outstanding balance on the account is $ 1,684.45 which is an accumulation of late charges dating back to the original late charge of $ 87.75 placed on the April 1991 bill."

If the monthly charges and penalties are viewed separately, as they should be, it must be admitted that Waterman paid all monthly charges currently, except for the one late payment that led to the $ 87.75 penalty. All the other 10 percent penalties were attributable to this [***13] fact. We therefore agree with Waterman that the District was compounding 10 percent penalties upon 10 percent penalties and that such compounding is not authorized by the statute. "Penalties and forfeitures are not favored by the courts, and statutes imposing penalties or creating forfeitures must be strictly construed." (*Schuhart v. Pinguelo, supra, 230 Cal. App. 3d 1599, 1610*; cf. *Smiley v. Citibank (1995) 11 Cal. 4th 138, 161-162 [44 Cal. Rptr. 2d 441, 900 P.2d 690]* [late payment fees justified as a matter of public policy]; *McConnell v. Merrill Lynch, Pierce, Fenner & Smith, Inc. (1978) 21 Cal. 3d 365 [146 Cal. [**268] Rptr. 371, 578 [*1557] P.2d 1375, 18 A.L.R.4th 1050]* [compound interest charged on stockbroker's

margin accounts as usury].)

The trial court therefore erred in granting the District's motion for summary judgment. While the issue is a matter of law, we do not decide whether Waterman's summary judgment motion should have been granted in its entirety, as issues remain as to damages and the scope of relief sought by Waterman's summary judgment motion.

DISPOSITION

The judgment is reversed. On remand, the trial court is directed to reconsider [***14] Waterman's motion for summary judgment in the light of the discussion in this opinion.

Ramirez, P. J., and McKinster, J., concurred.

Perez v. City of San Bruno
27 Cal. 3d 875

Perez v. City of San Bruno

Supreme Court of California

August 14, 1980

S.F. No. 24101

Reporter
27 Cal. 3d 875 *; 616 P.2d 1287 **; 168 Cal. Rptr. 114 ***; 1980 Cal. LEXIS 205 ****

HELEN G. PEREZ, Plaintiff and Appellant, v. CITY OF SAN BRUNO, Defendant and Respondent

Subsequent History: [****1] Appellant's petition for a rehearing was denied September 11, 1980. Bird, C. J., and Mosk, J., were of the opinion that the petition should be granted.

Prior History: Superior Court of San Mateo County, No. 204818, Alan W. Haverty, Judge.

Disposition: The judgment is affirmed.

Counsel: Helen G. Perez, in pro. per., for Plaintiff and Appellant.

John G. Schwartz and Nagle, Vale, McDowall & Cotter for Defendant and Respondent.

Elwyn L. Johnson, City Attorney (Modesto), and George H. Eiser III, Deputy City Attorney, as Amici Curiae on behalf of Defendant and Respondent.

Judges: Opinion by Manuel J., with Tobriner, Clark and Richardson, JJ., concurring. Separate dissenting opinion by Bird, C. J., with Newman, J., concurring. Separate dissenting opinion by Mosk, J., with Newman, J., concurring.

Opinion by: MANUEL

Opinion

[*879] [**1288] [***115] Plaintiff Helen G. Perez appeals from a judgment of dismissal entered following the granting of a motion for summary judgment [*880] in an action seeking damages for invasion of her constitutional rights through discontinuance of water service.

We here confront the question whether a municipality providing water, sewer, and garbage disposal [****2] services to its citizens and billing therefor by means of a single unified statement may constitutionally resort to the remedy of cessation of water service when a citizen, refusing to pay that component of the unified billing relating to garbage collection [**1289] [***116] and disposal services but paying the other components thereof, fails to make full and complete payment for municipal services rendered.

The City of San Bruno, acting pursuant to its police power (*Cal. Const., art. XI, § 7*), has provided in section 14-1 of its city code that "[the] furnishing of water and sewer service and the collection and disposal of garbage and rubbish, as provided for in this Code, shall constitute municipal services, and shall be charged for as such. [para.] Every person, on making application for municipal services, shall make a service deposit . . . ."

Acting pursuant to explicit provisions of state law (Health & Saf. Code., *§ 4250*) the city has chosen to provide the garbage collection and disposal aspect of its "municipal services" by contracting with a private company. Section 14-7 of the city code provides in this respect: "Any person or firm to whom the city council [****3] shall grant a contract for the collection, hauling, gathering and disposing of garbage and rubbish in the city shall be designated the 'official scavenger and garbage collector' of the city. *Every person owning, occupying or in charge of any premises in the city*

shall, notwithstanding any other provisions of this chapter, engage such official scavenger and garbage collector for the collection and disposal of all garbage and rubbish accumulating, remaining or existing upon any such premises and shall for such purpose furnish at his own cost and expense a suitable receptacle or garbage can for the keeping and storing of such garbage and rubbish. The city council may from time to time make such arrangements as may seem proper with the official scavenger and garbage collector for the collection by the city or its agents of monthly garbage bills; . . ." (Italics added.)

Under currently applicable contractual provisions the contractor, the San Bruno Garbage Company, Inc., has agreed to "furnish all labor, material, and equipment required for the collection and removal of garbage [etc.] from all dwellings, business properties, and all other buildings and/or structures within the [****4] City," to furnish its own dump [*881] site, and to render the indicated services in accordance with a stated schedule of fees, said schedule being subject to renegotiation between the parties at three-year intervals. Under the terms of the contract the contractor "delegates to [the city] the billing and collecting of garbage and refuse collection charges and agrees to pay to [the city] eighteen (18) percent of all sums collected for said services. It is agreed that Contractor will not hold City responsible for non-collection or for errors in billings, if any, whether through the fault of said City, or its employees, or not."

As further discussed below, the city, pursuant to section 14-1 of its city code (quoted *ante*) includes a charge for garbage collection and disposal on its unified monthly billing covering all "municipal services" -- i.e., water, sewer, and garbage. The same section goes on to provide as follows: "No person shall fail or refuse to pay the municipal service charges provided for in this Code. [para.] If any person shall fail or refuse to pay the lawful charges, including both delinquent and current charges, for any municipal services, the water [****5] service to the premises, regardless of tenancy, shall be shut off."

In summary the city's system, as we understand it, contemplates that one wishing to avail himself of the city's municipal services, after making application and deposit therefor, becomes entitled to receive all of such services; that the garbage collection and disposal aspect of the municipal services is to be performed by a private company under a contract binding it to remove garbage from all dwellings and other buildings in the city; that each such subscriber to municipal services is required to "engage" the company for this purpose; that the city includes, as a part of its unified billing for municipal services, a fee set by contract for garbage collection and disposal; and that such fees, when collected, are divided between the city and the private company on an 18/82 basis -- the city having no liability to the company for uncollected fees.

[**1290] [***117] Plaintiff, who alleges that she disposes of all garbage produced on her premises by means of sanitary recycling techniques, has since 1973 refused to pay that portion of the unified billing for municipal services which relates to garbage collection [****6] and disposal. She has made her position in this matter known to city authorities but has been informed that city regulations require use of and payment for garbage collection services by all city residents. Four legal actions have resulted, including that here before us. Two of these were small claims actions by the city, [*882] resulting in judgments for delinquent charges; one of these judgments was affirmed on appeal to the superior court. The third, filed by plaintiff late in 1974, sought damages against the city for mental and emotional distress suffered by her as a result of the city's actions; it was here alleged that the city through its agents had threatened to shut off water service to her premises in order to enforce payment, and that such action, although authorized in the city code, would be unconstitutional; no injunction was sought, however. This action was dismissed after the trial court sustained the city's demurrer without leave to

amend.

It appears that in January 1976, the city, having failed to obtain payment from plaintiff relating to the garbage collection and disposal component of her bill for municipal services, shut off her water service; for reasons [****7] which do not here appear, service was restored approximately one month later and has continued to the present. [1] In the instant action, filed after denial of a claim against the city, plaintiff seeks damages resulting from the one-month discontinuation of water service, which she claims was in violation of her constitutional rights. The city moved for summary judgment on the grounds "that there is no triable issue of material fact on these issues, and that the action . . . is barred by res judicata, collateral estoppel, and the valid and lawful exercise of police power as a matter of law." The motion was granted, and plaintiff appeals from the ensuing judgment.

[****8] I

(1) We do not believe that the instant action is barred by the doctrine of res judicata -- which, generally speaking, "precludes parties or their privies from relitigating a cause of action that has been finally determined by a court of competent jurisdiction." (*Bernhard v. Bank of America (1942) 19 Cal.2d 807, 810 [122 P.2d 892]*.) Plaintiff's 1974 action for damages, insofar as it sought monetary relief against a threatened cessation of water service, was clearly premature, no such cessation having then occurred. Although the record before us does not [*883] contain the city's demurrer to that action, we must assume that a primary, if not the only, ground of dismissal was that of prematurity. As indicated above, no injunction was sought. In these circumstances we cannot conclude that the judgment of dismissal in the 1974 action was one based on the merits. The instant action, therefore, brought following the occurrence of the event for which relief was sought, is not barred. "Where a judgment is rendered for the defendant on the ground of the non-existence of some fact essential to the plaintiff's cause of action, the plaintiff is not [****9] precluded from maintaining an action after such fact has subsequently come into existence." (*Rest., Judgments, § 54*; see *Erlich v. Superior Court (1965) 63 Cal.2d 551, 556-557 [47 Cal. Rptr. 473, 407 P.2d 649]*; *Mercer Casualty Co. v. Lewis (1940) 41 Cal. App. 2d 918, 923-924 [108 P.2d 65]*; see also Rest.2d, Judgments (Tent. Draft No. 1) § 48.1, subd. (2); 4 Witkin, Cal. Procedure (2d ed. 1971) p. 3317.)

[**1291] [***118] **(2a)** We do believe, however, that certain issues sought to be raised in the instant proceeding -- namely those relating to the defendant city's power to require all residents to subscribe to and make payments assessed by its garbage disposal service whether or not they make actual use of that service -- must be deemed presently foreclosed to plaintiff. Pursuant to that aspect of the doctrine of res judicata known as collateral estoppel or issue preclusion "[any] issue necessarily decided [by the final determination of a cause of action by a court of competent jurisdiction] is conclusively determined as to the parties or their privies if it is involved in a subsequent lawsuit on a different cause of [****10] action. [Citations.] The rule is based upon the sound public policy of limiting litigation by preventing a party who has had one fair trial on an issue from again drawing it into controversy. [Citations.]" (*Bernhard v. Bank of America, supra, 19 Cal.2d 807, 810-811*.) As indicated above, two small claims judgments have been rendered against plaintiff which necessarily determined her liability to make the subject payments; one of these was the subject of a subsequent appeal by her to the superior court, which it, following a trial de novo,

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[1] In 1977 plaintiff obtained a temporary restraining order enjoining the cessation of water service pending trial. In the proceedings leading to the issuance of that order the city indicated that it had no intention of discontinuing water service "pending the lawsuit."

It appears from the record that at the time of the subject discontinuation of water service plaintiff was delinquent on charges for municipal services of $ 73.48 -- all of which apparently related to garbage charges. As of February 1978 she was delinquent in the amount of $ 139.78.

affirmed. Included in the record before us is the judgment and memorandum of decision of the small claims court in this action; the court therein expressly addresses the issues here in question, noting plaintiff's contention relative to the effect of her nonuse of the city's disposal system and providing a careful and lucid explanation of the basis of liability, citing relevant authorities. Also contained in the record is the memorandum of decision of the superior court on appeal from the small claims judgment; the court therein, after a trial de novo, expressly holds "that the City was acting [*884] within its powers [****11] in imposing the charges for garbage collection even though the defendant [plaintiff here] did not avail herself of the garbage collection services." (See *Code Civ. Proc., § 911*; Cal. Rules of Court, rule 61 et seq.)

(3) In *Sanderson v. Niemann (1941) 17 Cal.2d 563 [110 P.2d 1025]*, we held that whereas a judgment of the small claims court may operate to merge with or bar a subsequent proceeding on the same cause of action, it could not be given collateral estoppel effect with respect to common issues arising in a subsequent proceeding on a different cause of action. Our conclusion on this latter point was reached in view of the characteristics of informality inherent in the small claims proceeding. ". . . [There] are no attorneys, no pleadings and no legal rules of evidence; there are no juries, and no formal findings are made on the issues presented. At the hearings the presentation of evidence may be sharply curtailed, and the proceedings are often terminated in a short space of time. The awards -- although made in accordance with substantive law -- are often based on the application of common sense; and the spirit [****12] of compromise and conciliation attends the proceedings." (*Id., at p. 573*; see also *Code Civ. Proc., § 117*.) In these circumstances, we concluded, a judgment in such an action should not preclude the relitigation of issues decided therein in the context of a subsequent proceeding on a different cause of action. (See also Rest.2d Judgments (Tent. Draft No. 4) § 68.1, subd. (c), reporter's notes, pp. 44-45.) We did not address in *Sanderson* the question of the effect of an appeal by the small claims defendant to the superior court, and the affirmance by that court of the small claims judgment. We did, however, advert to a number of considerations relevant to a determination of this question. "There are a number of cases which illustrate the application of the doctrine [collateral estoppel or issue preclusion] to inferior courts such as justices' and municipal tribunals, where such courts, though with lesser jurisdiction, nevertheless function as courts of law with some form of pleadings, and in accordance with legal rules of evidence and the right of representation by counsel. In such cases issues can be framed and decided and therefore [****13] may be given conclusive effect in a subsequent suit based on a different cause of action." (*17 Cal.2d at pp. 574-575*.)

[**1292] [***119] The statutes of this state provide, and have long provided, that when a losing defendant in a small claims action takes an appeal of the small [*885] claims judgment to the superior court, ". . . the action shall be tried anew" in accordance with rules of practice and procedure adopted by the Judicial Council. (*Code Civ. Proc., § 117.10*.) The relevant Judicial Council rule provides and has long provided that such a trial de novo is to be "conducted pursuant to law and rules in all respects as other trials in the superior court except that no written findings of fact or conclusions of law shall be required." (Cal. Rules of Court, rule 155.) It has recently been held that the right to a jury trial is available as in such "other trials." (*Smith v. Superior Court (1979) 93 Cal. App. 3d 977, 979 [156 Cal. Rptr. 149]*.) In view of these considerations, we think it must be concluded that when a losing defendant in a small claims action invokes his right of appeal to the superior [****14] court, and when that court, pursuant to the above provisions, conducts a trial de novo and enters judgment against such appealing defendant, the considerations set forth in our *Sanderson* opinion are not applicable. **(2b)** Accordingly, unless some other recognized exception to the general rule is here pertinent (see

generally, Rest.2d Judgments (Tent. Draft No. 4) § 68.1), it would appear that that rule must here operate to foreclose plaintiff from arguing that the city lacks the power to require all residents to subscribe to its garbage disposal service regardless of actual use thereof.

Even if it be assumed that the legal question of the city's power to impose charges in the indicated circumstances is one of such great public importance that the doctrine of collateral estoppel or issue preclusion should not be applied as a matter of policy (see *City of Berkeley v. Superior Court (1980) 26 Cal.3d 515, 520, fn. 5 [162 Cal. Rptr. 327, 606 P.2d 362]*; *Chern v. Bank of America (1976) 15 Cal.3d 866, 872 [127 Cal. Rptr. 110, 544 P.2d 1310]*; *Louis Stores, Inc. v. Department of Alcoholic Beverage Control (1962) 57 Cal.2d 749, 758 [22 Cal. Rptr. 14, 371 P.2d 758]*; [****15] Rest.2d Judgments (Tent. Draft No. 4) §§ 68; 68.1, subds. (b), (e), reporter's notes, pp. 43-44, 46-48), it is manifest that this issue has been properly decided below. It is well established that the city, in the exercise of powers expressly granted it in the Constitution (*Cal. Const., art. XI, § 7*), may properly provide for the collection and disposal of all residents' garbage by a private contractor (see *Health & Saf. Code, § 4250*; *Matula v. Superior Court (1956) 146 Cal. App. 2d 93, 98-99 [303 P.2d 871]*; *Davis v. City of Santa Ana (1952) 108 Cal. App. 2d 669, 676-677 [239 P.2d 656]*) and may require that even those residents who do not choose to use such services pay all reasonable and nondiscriminatory [2] charges assessed therefor. (See *City [*886] of Glendale v. Trondsen (1957) 48 Cal.2d 93, 102-103 [308 P.2d 1]*.) The fact that a city, pursuant to its constitutional power, might select other means for preventing the accumulation of garbage within its limits -- such as, for instance, providing exemption for those able to demonstrate their willingness and ability to dispose personally [****16] of all solid wastes generated by them through recycling [3] or other acceptable means [4] -- clearly does not preclude a city, in the absence of some contrary provision of state law, from addressing the problem in the manner adopted by defendant.

[****17] [**1293] [***120] II

The question of the kinds and nature of remedies available to cities and other local entities for the collection of charges imposed for utility services provided to citizens is one which has received substantial and explicit attention by the Legislature. Generally speaking, a general law city like defendant which chooses to provide such services itself rather than through formation of a special district is governed in this respect by the provisions of the Revenue Bond Law of 1941 (*Gov. Code, § 54300 et seq.*), [5] [****18] which deals with the operation and financing of various "enterprises" [6] undertaken by a "local agency." [7] The provisions of

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[2] Plaintiff suggests certain residents of the city, most notably those employed by the garbage company, are not required to pay for the collection service. The record neither supports nor refutes this allegation, and we do not address it further.

[3] Regarding the community development of recycling facilities, see *Government Code sections 68046*, *68046.6* and *68047*.

[4] There are, needless to say, many unacceptable means by which a person might himself undertake to dispose of garbage and other household refuse. (See *Health & Saf. Code, §§ 4300 et seq.* (cremation of refuse); 4400, 4401 (dumping in navigable waters); 4476 (contamination); 24390, subds. (b) and (c) (unlawful deposits in litter receptacles); *Pen. Code, §§ 374b*, *374b.5*, and *374e* (littering), 592 (dumping rubbish in canals or ditches); *Sts. & Hy. Code, § 888.2* (dumping refuse on parkway).)

[5] Unless otherwise indicated, all section references hereafter are to the Government Code.

[6] "'Enterprise' means a revenue-producing improvement, building, system, plant, works, facilities, or undertaking used for or useful for any of the following purposes: [para.] (a) the obtaining, conserving, treating, and supplying of water for domestic use . . . . [para.] (b) The collection, treatment or disposal of garbage or refuse matter. [para.] (c) the collection, treatment or disposal of sewage, waste or storm water, including drainage. [para.] . . . ." (§ 54309.)

"'Enterprise includes, but is not limited to, all parts of the enterprise, all appurtenances to it, and: [para.] (a) Lands, easements, rights in land, water rights, *contract rights, and franchises*; . . ." (§ 54309.1) (Italics added.)

[7] "'Local agency' means any city . . . authorized to acquire, construct, own, or operate any enterprise as defined in Section 54309." (§

this act, together with certain relevant provisions found elsewhere, envisage three basic remedies to which a city may have recourse to enforce payment of delinquent charges: (1) an action for unpaid deposits, [*887] charges, and penalties; (2) the imposition of a lien on the real property served; and (3) the cessation of services. We address each of these in detail below.

Before doing so, however, we advert to a provision which appears to have relevance to all remedies available to a city which, like defendant, provides municipal sewer service among the services rendered by it to its [****19] residents. Under the provisions of *section 54345*, such a city or other "local agency" may provide that sewer charges "shall be collected together with and not separately from the charges for any other utility service rendered by it, and that *all charges shall be billed upon the same bill and collected as one item.*" (Italics added.) As indicated above, the City of San Bruno has so provided in its city code. (See also *§ 54346*; *Health & Saf. Code, § 5471*.) [8]

We turn to the matter of specific remedies.

(1) *Section 54353* provides: "As a remedy established for the collection of due and unpaid deposits and charges and the penalties [****20] thereon an action may be brought in the name of the local agency in any court of competent jurisdiction against the person or persons who occupied or, in the case of unoccupied property, who owned the property when the service was rendered or the deposit became due or against any person guaranteeing payment of bills, or against any or all of said persons, for the collection of the amount of the deposit or the collection of delinquent charges and all penalties thereon." Section 54347 provides for the collection of charges. Section 54348 provides for the imposition of penalties for nonpayment.

(2) The lien procedure set forth in the Revenue Bond Law of 1941, which would appear to apply to all "enterprises" undertaken by a city or other "local agency," is contained in sections 54354, 54354.5, 54355 and 54356. These provisions contemplate a specific resolution or ordinance, adopted after notice and hearing, declaring that all delinquent charges and penalties, when recorded as provided, shall constitute a lien on the real property served. Insofar as the record before us shows, defendant city has not adopted such a resolution or ordinance.

[*888] *Section 38790.1* also makes specific [****21] provision for the imposition of such a lien by cities collecting garbage fees or charges "in the manner provided in *Section 25831* for [**1294] [***121] counties." The meaning of this dispensation, in light of the high degree of extrapolative powers required to take advantage of it, remains unclear. Insofar as the record before us shows, defendant city has not ventured this way.

(3) *Section 54346* provides: "If all or part of the bill is not paid, the local agency may discontinue any and all service for which the bill is rendered." This section, immediately following that permitting unified billing for all city services (*§ 54345*, see text accompanying fn. 8, *ante*), would clearly seem to authorize the action by defendant city which is the subject of the instant lawsuit. [9] The city code, as indicated above, expressly provides that upon failure to pay for "any municipal services, the water services to the premises, regardless of tenancy, shall be shut off."

[****22] It is provided in *section 54357* that "[remedies] for collecting and enforcing rates and charges set out in this chapter are cumulative and may be pursued alternately, or any thereof may be

54307.)

[8] Similar or comparable provisions making specific reference to garbage disposal services exist regarding municipal utility districts (*Pub. Util. Code, § 12810*); municipal water districts (*Wat. Code, § 71689.22*); and community services districts (*Gov. Code, § 61621*).

[9] For similar or comparable provisions see, e.g., *Public Utilities Code section 12810* (municipal utility districts); *Water Code section 71689.22* (municipal water districts); and *Government Code section 61621* (community services districts).

used consecutively when the legislative body so determines . . . ."

(4a) It would appear from the foregoing that the remedy invoked by defendant which is the subject of the instant action -- i.e., unified billing of all city services accompanied by cessation of water service upon failure to pay the unified billing in full -- is authorized by the general law of this state as well as by defendant's ordinances and codes. We are thus brought to the primary question before us: Whether such provisions may be applied in a manner consistent with constitutional due process guarantees (U. S. Const., Amend. XIV, § 1; *Cal. Const., art. I, § 7*) to permit cessation of water service to enforce payment of a unified but itemized municipal services billing when the only portion thereof remaining unpaid is that relating to municipal garbage collection charges? It is to this question that we now turn. [10]

[****23] [*889] III

(5) The general rule applied by this and the United States Supreme Court in the examination of police-power enactments against the requirements of the state and federal due process clauses was recently stated by us in the following succinct terms: "In the exercise of its police power [the legislative body] does not violate due process so long as an enactment is procedurally fair and reasonably related to a proper legislative goal. The wisdom of the legislation is not at issue in analyzing its constitutionality, and neither the availability of less drastic remedial alternatives nor the legislative failure to solve all related ills at once will invalidate a statute. (*Nebbia v. New York (1934) 291 U.S. 502, 525 [78 L. Ed. 940, 949-950, 54 S. Ct. 505, 89 A.L.R. 1469]*; *Seagram & Sons v. Hostetter (1966) 384 U.S. 35, 47 [16 L. Ed. 2d 336, 345, 86 S. Ct. 1254]*; *Galvan v. Superior Court (1969) 70 Cal.2d 851, 869 [76 Cal. Rptr. 642, [**1295] [***122] 452 P.2d 930]*; *Wilke & Holzheiser, Inc. v. Dept. of Alcoholic Bev. Control (1966) 65 Cal.2d 349, 359 [55 Cal. Rptr. 23, 420 P.2d 735]*.) [****24] " (*Hale v. Morgan (1978) 22 Cal.3d 388, 398 [149 Cal. Rptr. 375, 584 P.2d 512]*.)

Leaving the matter of procedural fairness to one side for the moment, we believe that the stated standard is that which is properly applicable in determining whether the substantive requirements of the state and federal due process clauses have here been met. We recognize, of course, that legislation affecting certain specific rights -- namely those which either have been afforded express constitutional protection or are of a character so fundamental or "implicit in the concept of ordered liberty" (*Palko v. Connecticut (1937) 302 U.S. 319, 325 [82 L. Ed. 288, 292, 58 S. Ct. 149]*) as to require equivalent protection (see, e.g., *Roe v. Wade (1973) 410 U.S. 113, 129, 152-156 [35 L. Ed. 2d 147, 163-164, 176-179, 93 S. Ct. 705]*; *Griswold v. Connecticut (1965) 381 U.S. 479 [*890] [14 L. Ed. 2d 510, 85 S. Ct. 1678]*) -- is subjected to a more searching level of scrutiny than that above indicated, [11] [****26] but we do not

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[10] It appears that we, unlike the court in the recent case of *Uhl v. Ness City, Kansas (10th Cir. 1979) 590 F.2d 839*, must reach and decide the constitutional issue presented. There, in a case factually similar in all relevant respects to that here before us, the trial court had held that "the termination, or threatened termination of public water supplies for failure to pay an unrelated trash collection fee, is arbitrary and unreasonable, and violates plaintiffs' rights to due process of law under the Fourteenth Amendment." (*Uhl v. Ness City, Kansas (D. Kan. 1975) 406 F. Supp. 1012, 1018*.) The court of appeals, however -- after terming the constitutional question "interesting and substantial" and noting a considerable split of authority (*590 F.2d at p. 841*) -- declined to reach it, instead affirming on the ground that preemptive state legislation prescribing the method for collection of unpaid garbage and solid waste removal charges established an ad valorem tax levy and lien procedure as the exclusive remedy for nonpayment, precluding the remedy of cessation of water service. As we have indicated, however, the latter remedy is clearly authorized by express statutory provision in this state and, moreover, is made cumulative. Indeed, as we have indicated, a cursory examination of the swarm of statutes relating to this subject matter reveals that explicit authorization of the remedy occurs in a number of related contexts as well. (See fn. 9, *ante*.)

[11] When rights of such fundamental nature are involved, "regulation limiting these rights may be justified only by a 'compelling state interest,' [citations], and . . . legislative enactments must be narrowly drawn to express only the legitimate state interests at stake." (*Roe v. Wade, supra, 410 U.S. at p. 155 [35 L. Ed. 2d at p. 178]*; see also

believe that the "right" to receive municipal water service may be classed in that category. [12] As the United [****25] States Supreme Court has recently stated, "the customer's right to continued [water] service is conditioned upon payment of the charges properly due, . . ." (*Memphis Light, Gas & Water Div.* v. *Craft, supra*, 436 U.S. 1, 11 [56 L. Ed. 2d 30, 40].) In our view the determination of which charges are "properly due" in light of constitutional demands -- and whose nonpayment may therefore justify a discontinuance of service -- is to be made in light of traditional due process standards. We therefore limit the scope of our inquiry to the question whether the legislative scheme set forth in the statutes and ordinances we have considered bears a reasonable relationship to a proper legislative goal.

(4b) It is manifest that the provisions here in question are directed toward a proper and legitimate public goal -- i.e., the protection of public health. (See generally text accompanying fns. 2-4, *ante*, and authorities cited therein.) The question, then, is whether those provisions may be said to bear a *reasonable* relationship to that laudable goal. To state the matter in specific terms: May a legislative scheme which permits (1) unified billing for all municipal utility services [****27] relating to public health protection, and (2) termination of all or any of such services upon failure to make payment in full, be said to bear a reasonable relationship to the goal of public health protection?

The early cases in this area, generally speaking, looked not to the rationality of the unified system in light of the legislative goal but to the functional connection between the terminated service and that for which payment was withheld. Thus if it could be said that the matter for which payment remained due was "unrelated" or "collateral" to the [*891] service terminated, termination was held to be foreclosed. (See generally cases collected at Annot. *(1974) 60 A.L.R.3d 714*.) The rationale appears to have been developed in cases involving water and sewer service, the notion being that because these two services are so functionally "interlocked" -- in that neither can be effective without the other -- termination of the former for nonpayment of the latter results in no unconstitutional action. (See [**1296] [***123] generally cases collected at Annot. *(1952) 26 A.L.R.2d 1359*; A.L.R.2d (Later Case Service 1970) p. 271.) At the other [****28] extreme are cases in which one of the services involved lacked any demonstrable connection to the goal of public health protection, let alone any functional interconnection. (See, e.g., *Owens v. City of Beresford (1972) 87 S.D. 8 [201 N.W.2d 890, 60 A.L.R.3d 707]* (telephone and electrical service/garbage service); *Edris v. Sebring Utilities Commission (Fla. App. 1970) 237 So.2d 585* (water service/electrical service).) In these cases discontinuance of one service for nonpayment of the other has been disallowed.

Between these two extremes lie cases in which both of the services involved are connected with the goal of public health protection but they are not functionally "interlocked" to the extent of water and sewer services. Here we encounter cases such as that at bar, involving the discontinuance of water service for nonpayment of garbage or sanitation charges. We have been able to discover only three cases of this particular kind (excluding the superseded federal district court decision in *Uhl v. Ness City, Kansas, supra, 406 F. Supp. 1012* -- see fn. 10, *ante*.) In *Garner v. City of Aurora (1948) 149 Neb. 295 [30 N.W.2d 917]* [****29] the court, following the functional analysis, ignored the common public health aspect of both services and

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Griswold v. Connecticut, supra, 381 U.S. at p. 497 [14 L. Ed. 2d at pp. 522-523] (conc. opn.).)

[12] This does not mean, of course, that the availability of water service, albeit conditional, may be terminated without affording some fair procedure to determine whether the requisite conditions are satisfied. (See *Memphis Light, Gas & Water Div. v. Craft (1978) 436 U.S. 1, 9-19 [56 L. Ed. 2d 30, 39-45, 98 S. Ct. 1554]*; also compare *Dandridge v. Williams (1970) 397 U.S. 471, 484-485 [25 L. Ed. 2d 491, 501, 90 S. Ct. 1153]* with *Goldberg v. Kelly (1970) 397 U.S. 254, 264 [25 L. Ed. 2d 287, 297, 90 S. Ct. 1011]*.) We address this matter below.

simply applied cases involving electric services, holding garbage collection to be "collateral" to or "independent" from water service and therefore precluding discontinuance of the latter for nonpayment of the former.

In two subsequent cases, however, the courts laid heavy emphasis on the fact that each of the two subject services formed a part of the city's unified public health and sanitation program, questioning the relevance of functional interdependence to the constitutional issue. "It is shown by this record," the court said in *Cassidy v. City of Bowling Green (Ky. App. 1963) 368 S.W.2d 318*, "that for public health and sanitation purposes the City furnishes water service, sewerage service, and garbage disposal service. They are all inter-related and the City is under no obligation to furnish any or all of these services except upon the payment of reasonable charges. This public health program, while divided into separate [*892] administrative units, is a single program. Any reasonable method of collection is justified and certainly deprives [****30] appellants of no constitutional rights." (*Id., at p. 320*.)

In *City of Breckenridge v. Cozart (Tex. Civ. App. 1972) 478 S.W.2d 162*, the court, after reviewing both *Garner* and *Cassidy*, adopted the reasoning of the latter case. "Environmental conditions have changed radically since the *Aurora* case was decided in 1948," the court noted. It adverted to a recent state statute authorizing discontinuance of any or all other utility services "[to] aid in enforcing collection of fees for . . . solid waste disposal service . . . ." and held that the city's discontinuance of water service, under the terms of its own ordinance, resulted in no constitutional violation. (*Id., at p. 165*.)

We believe that the rationale of the *Cassidy* case, adopted in *Cozart*, is properly applicable here. The city, in the exercise of its police power, provides three municipal utility services -- i.e., water service, sewer service, and garbage collection and disposal service -- all of which bear a clear and demonstrable relationship to the goal of public health protection. Pursuant to express provisions of state law (*§§ 54345* and *54346*), [****31] it has provided by ordinance and city code that these services shall be billed on a unified basis and that upon failure to pay the bill in full water service shall be discontinued. Under applicable constitutional standards these provisions, if procedurally fair (a matter to be considered below), cannot be said to violate the demands of due process if they are "reasonably related to a proper legislative goal." (*Hale v. Morgan, supra, 22 Cal.3d 388, 398*.) That relationship is, we think, manifest: In order to encourage and assure the support of all components of the city's public health and sanitation program, it has made the continuance of all of the offered utility services contingent upon the payment for all. The city, in short, has concluded that public [**1297] [***124] health considerations require that all city residents both avail themselves of and provide support for all of the indicated municipal health services rather than picking and choosing among them. Whatever we might think about the advisability or wisdom of such a system, it cannot be gainsaid that it is reasonably related to the proper and legitimate goal sought to be achieved. [13] "The [****32] wisdom of the legislation is not at issue in [*893] analyzing its constitutionality, and neither the availability of less drastic remedial alternatives nor the legislative failure to solve all related ills at once will invalidate a statute." (*Hale v. Morgan, supra, 22 Cal.3d 388, 398*.)

[****33] It is true, of course, that when a

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[13] It is clear, of course, that what we have said cannot be read to suggest that all unified billing procedures for city services are constitutionally authorized. Section 54309, which sets forth the types of "enterprises" which a city might undertake pursuant to the provisions of the Revenue Bond Law of 1941, lists several areas of service which bear no clear connection to the goal of public health protection -- e.g., the providing of public parking lots, airports, and golf courses. A situation in which a city, pursuant to *sections 54345* and *54346*, might undertake to include within its unified billing procedure services other than those of a utility nature relating to public health protection, would present issues not here before us.

statutory or legislative scheme utilizes a means to reach its end and which is unduly harsh or exacts a penalty which may be deemed oppressive in light of the legitimate objectives sought to be achieved, it may be held to be violative of constitutional due process guarantees. (*Hale v. Morgan, supra; Walsh v. Kirby (1974) 13 Cal.3d 95, 105-106 [118 Cal. Rptr. 1, 529 P.2d 33]*; *People v. Western Air Lines, Inc. (1954) 42 Cal.2d 621, 642 [268 P.2d 723]*, and cases there cited.) Here, however, we are not concerned with a remedy in the nature of a penalty or exaction. Rather we deal with a system whereby a city, in furtherance of its police power and pursuant to statutory authorization, chooses to make the availability of all municipal utility services relating to public health protection contingent upon payment in full of a unified billing therefor. While those residents who do not choose to take part in the system in accordance with its terms may suffer serious practical consequences in the form of discontinued services, we cannot conclude that an unconstitutional deprivation results.

[****34] IV

(6) In the case of *Memphis Light, Gas & Water Div. v. Craft, supra, 436 U.S. 1*, the United States Supreme Court held that when state law precludes the termination of utility service other than for good cause, there arises" a 'legitimate claim of entitlement' within the protection of the Due Process Clause" (*id., at pp. 11-12 [56 L. Ed. 2d at p. 40]*) requiring that a constitutionally adequate notice and hearing procedure be afforded prior to termination in order "to afford reasonable assurance against erroneous or arbitrary withholding of essential services" (*id., at p. 18 [56 L. Ed. 2d at p. 44]*). The form of notice required in such cases is one which is "'reasonably calculated' to inform [customers] of the availability of 'an opportunity to present their objections' to their bills" (*id., at p. 14 [56 L. Ed. 2d at p. 42]*); the necessary hearing is one which provides "an opportunity for the presentation to a designated [*894] employee of a customer's complaint that he is being overcharged or charged for services not rendered" (*id., at p. 16 [56 L. Ed. 2d at p. 43]*, fn. [****35] omitted). The availability of a remedy by way of injunction is not "an adequate substitute for a pretermination review of the disputed bill with a designated employee." (*Id., at p. 20 [56 L. Ed. 2d at p. 46]*.)

Because California law does not permit the termination of utility service to a customer without good cause (*Schultz v. Town of Lakeport (1936) 5 Cal.2d 377, 381-382 [54 P.2d 1110, 55 P.2d 485, 108 A.L.R. 1168]*), the requirements set forth in the *Memphis* case are fully applicable here.

Included in the record herein is a delinquency notice mailed to defendant sometime following the one-month termination of water service of which she here complains. [**1298] [***125] We assume that a similar notice was sent her prior to the subject termination. The notice provides inter alia that "[the] *amount due for utilities* [appearing on the notice] includes the amount, if any, of unpaid charges for water, sewer, and/or garbage service." It also provides: "Local ordinance requires your account to be paid in *full* no later than the date noted below or the respective service will be discontinued without further notice (that is, [****36] failure to pay the *amount due for utilities* may result in the discontinuation of your water, sewer, and garbage service . . . .)" A phone number is provided, to be called "if your bill is lost." It is clear that this document did not provide the notice required by *Memphis*; it "was not 'reasonably calculated' to inform [plaintiff] of the availability of 'an opportunity to present [her] objections'" to her bill. (*Memphis, supra, 436 U.S. at p. 14 [56 L. Ed. 2d at p. 42]*.)

It does not appear that city procedures at the time of the termination here in question provided a specific channel for pretermination review of a disputed bill with a designated employee empowered to resolve such disputes. In this respect as well, then, the city's procedures fell short of that required by the *Memphis* case.

In spite of the foregoing we are reluctant to reverse

the instant judgment on the ground of the city's failure, in 1975, to provide the procedural protections required by the 1978 *Memphis* case. As we have indicated, the instant dispute dates back to 1973, when plaintiff first took the position that her nonuse of city garbage collection services should relieve [****37] her from that portion of her bill for municipal services which related to garbage collection. Since that time she has apparently [*895] had numerous conversations with city officials in which she has made her position clear. Four legal actions have resulted, one of which yielded a memorandum of decision containing a patient and lucid explanation of the legal basis of her liability for the garbage-collection component of the municipal services bill; the judgment in this latter case was affirmed by the superior court following a trial de novo. Plaintiff's position was clear and well-defined, as was that of the city. Her complaint was not one of inadvertent overcharge or double billing; her complaint was that of the city's system, insofar as it billed her for unused services, was in violation of the substantive requirements of the due process clause. In these circumstances we cannot conclude that her failure to receive notice and hearing of the kind made requisite in *Memphis* prior to the one-month termination of service here in question operated to deprive her of her right to fundamental fairness of procedure.

The judgment is affirmed.

Dissent by: BIRD; MOSK

Dissent

BIRD, [****38] **C. J.,** Dissenting. Today, this court holds that a city which enjoys a virtual monopoly in supplying a vital service (water) breached no duty when it cut off a homeowner's paid-for water supply for nonpayment of a garbage collection bill. I cannot agree.

Under the Constitution, a person is denied due process of law when a "governmental entity vested with broad administrative powers acts in an arbitrary manner so as to affect capriciously the property or property rights of persons subjected to its administrative controls." (*Walsh v. Kirby (1974) 13 Cal.3d 95, 105-106 [118 Cal. Rptr. 1, 529 P.2d 33]*; see also U. S. Const., 14th Amend., § 1; *Cal. Const., art. I, § 7, subd. (a)*.)

Although the majority state they recognize that due process may be violated when a statute "is unduly harsh or exacts a penalty which may be deemed oppressive in light of the legitimate objectives sought to be achieved . . ." (maj. opn., *ante*, at p. 893), they quickly conclude that the present ordinance does not impose such a penalty. Again, I cannot agree.

Here, the ordinance *requires* that "If any person shall fail or refuse to pay the lawful charges . . . for any municipal [****39] services, the water service to the premises, regardless of tenancy, shall be shut off." [**1299] [***126] (San [*896] Bruno City Code, § 14-1.) It should first be noted that this provision operates without regard to the availability of other, less draconian, means of collection. In this case, the city had obtained judgments for amounts due from plaintiff yet made no showing of attempts to enforce those judgments. Overlooked by the majority is the fact that the city required a "service deposit" before implementing its contract with plaintiff. However, there is no indication that this deposit was insufficient to cover the unpaid garbage bills. The inescapable conclusion is that the city intended to exact a penalty by turning off plaintiff's water.

The arbitrary nature of the ordinance is further shown by the fact that water, clearly a necessity of life, is singled out for termination no matter which municipal service has not been paid. Further, the termination of water service is not interrelated nor the billing "unified" with other services. The ledger supplied by the city shows separate columns of amounts charged for garbage, sewer, and water services. Moreover, [****40] the city in filing suit for the back garbage charges implicitly

admitted the severability of those charges from other items of the bill.

It is only to state the obvious to note that a person cannot exist without water. This court has a history of protecting necessities of life from arbitrary governmental interference. Even a prejudgment attachment scheme which affords notice of hearing and other procedural guarantees must exempt necessities from such attachment as an initial matter. (See *Randone v. Appellate Department (1971) 5 Cal.3d 536, 563 [96 Cal. Rptr. 709, 488 P.2d 13]*; see also 11 Cal. Law Revision Com. Rep. (1973) p. 724.)

A "law must not be unreasonable, arbitrary or capricious but must have a real and substantial relation to the object sought to be attained." (*Gray v. Whitmore (1971) 17 Cal. App. 3d 1, 21 [94 Cal. Rptr. 904]*.) From the record before this court, the present ordinance fails to meet that test. Since the city has not shown that "there is no triable issue as to any material fact and that [it] is entitled to judgment as a matter of law" (*Code Civ. Proc., § 437c*), the judgment of the [****41] trial court should be reversed.

MOSK, J., Dissenting. I agree with the dissenting opinion of the Chief Justice that the San Bruno City Code section 14-1 requiring water service to be terminated for failure to pay charges for *any* municipal [*897] services cannot withstand scrutiny under *California Constitution article I, section 7, subdivision (a)*, either on its face, or certainly as applied here. The fundamental charter of our state protects all persons from deprivation of life without due process; it seems obvious that the arbitrary denial of water -- merely to satisfy a civil debt -- imperils life and thus cannot be reconciled with the process due any person in a constitutional society. (See *Memphis Light, Gas & Water Div. v. Craft (1978) 461 U.S. 1 [56 L. Ed. 2d 30, 98 S. Ct. 1554]*.)

The city has ample remedies to employ against a recalcitrant homeowner. It may obtain a civil judgment for an unpaid municipal service bill. That was done through small claims court, but curiously the city has not attempted to satisfy its judgment. It may also terminate that service for which payment has not been made. When it attempts, however, to shut off [****42] water -- a necessity of life -- to satisfy a debt for garbage collection, it transcends constitutional or statutory authority.

The statute upon which the majority rely is *Government Code section 54346*, but I find that reliance to be misplaced. The section provides that if the bill is not paid in full a local agency "may discontinue any and all *service for which the bill is rendered*" (italics added). It is unquestioned here that the bill was rendered and unpaid only for garbage collection service. In my view the city was thus permitted to discontinue that service and that service alone, a remedy in which Mrs. Perez would have enthusiastically acquiesced. Had the city adopted that rational course, it would have avoided a Simon Legree image and the courts would have been spared this unnecessary litigation.

[**1300] [***127] The contention that water service, sewerage service, and garbage disposal service are interlocking components of a public health program has a certain superficial appeal. But the fact is that in this instance each is separately calculated, particularly the garbage collection which is undertaken by a private business enterprise [****43] and not by a department of the municipal government.

As the majority indicate, there are no cases on this subject in California and remarkably few anywhere. Perhaps that is because a general rule has long been accepted that a public utility corporation cannot refuse to render the service which it is authorized to furnish, because of some collateral matter not related to that service. This rule, and its specific application denying to a public service corporation any right to refuse its public service because the patron is in arrears with it on account [*898] of some collateral or independent transaction, not

strictly connected with the particular service, has been generally applied to deny the right of a municipality to cut off a service provided by it to one of its residents for his failure to pay for another unrelated service provided by the municipality. (60 A.L.R.3d 715-716.)

The only exception to the foregoing rule is if the services rendered by the utility or the municipality are identical in nature or so closely related that they may be said to interlock. The only case directly in point was decided by the Nebraska Supreme Court. In *Garner v. City of Aurora (1948) 149 Neb. 295 [30 N.W.2d 917]*, [****44] a city collected garbage and trash and, like the instant case, submitted one bill to homeowners. For failure to pay the delinquent garbage collection portion of the bill, the water service to petitioner was terminated. The court enjoined the city from disconnecting water service, holding that garbage collection and water service are separate and distinct provisions. (Also see *Owens v. City of Beresford (1972) 87 S.D. 8 [201 N.W.2d 890, 60 A.L.R.3d 707]*.)

Our Legislature has consistently frowned upon the arbitrary termination of essential utility services. Where improperly undertaken by a private landlord severe civil sanctions are authorized. (*Civ. Code, § 789.3*; *Kinney v. Vaccari (1980) 27 Cal.3d 348 [165 Cal. Rptr. 787, 612 P.2d 877]*.) Specific due process requirements have been prescribed prior to termination of service by a public utility. (*Pub. Util. Code, §§ 779*, *780*.) What is improper conduct for a private landlord and for a public utility would seem to be equally improper for a municipality. Here the city has acted inconsistently with the implied [****45] legislative intent to prevent unnecessary denial of utility service. Such insensitive conduct demonstrates that to a bureaucrat with a hammer in his hand everything looks like a nail.

Mrs. Perez, who has acted in propria persona throughout these proceedings, has undoubtedly annoyed city officials by insisting that one should not pay for municipal services unneeded and unused. Of such quiet heroics are martyrs born. [1] Two and a half decades ago Mrs. Rosa [*899] Parks annoyed the officials of Montgomery, Alabama, simply by insisting that she should not be required to sit in the back of the bus. (Kluger, Simple Justice (1975) p. 750.) Just as Mrs. Parks resisted bureaucracy for a principle -- and ultimately brought about the end of compulsory segregation in the south -- so Mrs. Perez in apparent splendid solitude is resisting a municipal bureaucracy for a principle. Although the majority fail to see it, I believe due process and justice are her companions.

[****46] I would reverse the judgment.

End of Document

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[1] The city officials apparently agree with Justice Oliver Wendell Holmes who once wrote: "I do despise a martyr. He is a pigheaded adherent of an inadequate idea." (Howe, Holmes-Laski Letters (1953) p. 119.) And later he added that "martyrs were apt to be damned fools." (*Id., p. 227*.) Yet history has demonstrated over and again that principled zealots frequently achieve an ultimate transition from obloquy to apotheosis.

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members
From: City Staff
Date: September 28, 2026
Subject: Review of Penalty Charges

RECOMMENDATION:

Staff recommends that the Peterson appeal be continued discussion and possible action at the October 26th meeting to allow staff additional time to research.

DISCUSSION:

§ 13.08.070 **Delinquent water bills.**

All rates, charges and bills for water service are due and payable in advance on the first day of each month and shall become delinquent on the twentieth day of such month. If such rates, charges and bills are not paid on or before the twentieth day of such month, a penalty of 10 percent shall be added to the amount of such rates, charges and bills as are not so paid, after delivery of notice of delinquency.

https://ecode360.com/48000692

Based on the wording "a penalty of 10 percent shall be added to the amount of such rates, charges and bills as are not so paid" it is understood that the 10% penalty applies to the unpaid rates, charges, and bills that are delinquent, not just the most recent monthly bill.

This provision appears to establish:

1. Bills are due on the 1st of each month.
2. They become delinquent on the 20th.
3. If the amount is still unpaid a 10% penalty is added to the amount that remains unpaid.

Below is printed on the bill

EXPLANATION OF CODES:
WA – Water
SE – Sewer
PE – Penalty
PB – Previous Balance
WO – Water On/Off Charge
RC – Returned Check
WU – Water Usage

PLEASE MAKE CHECKS PAYABLE TO: CITY OF ETNA

IMPORTANT NOTICE: PAYMENT MUST BE IN OUR OFFICE ON OR BEFORE THE 20TH OF THE MONTH OR A 10% PER MONTH LATE CHARGE WILL BE ASSESSED. IF DELINQUENT OVER 90 DAYS AFTER BILLING, SERVICE WILL BE DISCONTINUED AND TOTAL AMOUNT DUE PLUS SERVICE CHARGES OF $10 WILL BE REQUIRED FOR RECONNECTION.

Failure to receive bill does not waive past due penalty

FINANCIAL IMPACT:

Unknown at this time.

STAFF REPORT
ETNA CITY COUNCIL

To: City Council Members

From: Mayor Munson

Date: Sept. 28, 2026

Subject: City Credit Card Usage

RECOMMENDATION: Discussion/Action regarding credit card usage

DISCUSSION: At a prior meeting, the Council requested a review of credit card usages. Attached is a detailed spreadsheet with the May, June, July and August statements. With the current Public Works projects, it is imperative that the City wisely spend our resources. In anticipation of the slow reimbursement process, I authorized the City Clerk to send emails to Department Heads, on two occasions, requesting purchases be kept to a minimum until construction has slowed. We are holding the monthly payments and our yearly insurance payments which were due in July until the cash flow is less fragile.

FINANCIAL IMPACT: As of Friday, September 23, our banking accounts are totaling just under $220,000.

US BANK MONTHLY STATEMENT

5/8/2026 $ 13,755.82

DEPT. AMBULANCE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
50-500-6100	4/9/2026	$ 255.00	Med-Packs LLC	Prfessional & Contract Services
50-500-6420	4/10/2026	$ 790.37	Les Schwab	Tires
50-500-6520	4/13/2026	$ 70.22	Amazon	Office Supplies
50-500-6000	4/13/2026	$ 65.98	Exxon	Travel & Training
50-500-6000	4/14/2026	$ 86.15	Love's	Travel & Training
50-500-6600	4/17/2026	$ 7.10	Amazon	Medical Supplies
50-500-6420	4/28/2026	$ 4,993.87	Deala's Garage	Vehicle Maint.
TOTAL		**$ 6,268.69**		

LINE ITEM SUMMARY

50-500-6100	$ 255.00
50-500-6420	$ 9,009.37
50-500-6520	$ 70.22
50-500-6000	$ 152.13
50-500-6600	$ 7.10
	$ 9,493.82

CITY CLERK

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-110-6520	4/14/2026	$ 20.37	Amazon	Office Supplies
10-110-6520	4/14/2026	$ 14.39	Amazon	Office Supplies
10-110-6260	4/16/2026	$ 100.00	WIX	Dues
10-110-6520	4/17/2026	$ 102.12	Amazon	Office Supplies
TOTAL		**$ 236.88**		

LINE ITEM SUMMARY

10-110-6520	$ 136.88
10-110-6260	$ 100.00
	$ 236.88

POLICE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-141-6530	4/10/2026	$ 330.42	SP First Tactical	SPLIT PD Gear Eric
53-140-6530		$ 330.41		SPLIT PD Gear Eric
		$ 660.83		
10-141-6530	4/11/2026	$ 234.65	LA Police Gear	SPLIT PD Gear Eric
53-140-6530		$ 234.66		SPLIT PD Gear Eric
		$ 469.31		
10-140-6260	4/20/2026	$ 5.00	Ring Plan	Monthly Subscription
10-140-6290	4/21/2026	$ 69.60	Fedex	Postage
10-140-6530	4/28/2026	$ 24.44	Amazon	Tools
10-140-6520	4/29/2026	$ 25.44	Amazon	Office Supplies
10-140-6260	4/19/2026	$ 175.00	SOCAL Radar	SPLIT Recert PD Cars
10-141-6260		$ 175.00		SPLIT Recert PD Cars
53-140-6260		$ 175.00		SPLIT Recert PD Cars
		$ 525.00		
10-140-6260		$ 60.66		SPLIT Transunion Subcription
10-141-6260		$ 60.67		SPLIT Transunion Subcription
53-140-6260		$ 60.67		SPLIT Transunion Subcription
		$ 182.00		
TOTAL		**$ 1,961.62**		

LINE ITEM SUMMARY

10-140-6260	$ 240.66
10-140-6290	$ 69.60
10-140-6420	$ 207.92
10-140-6520	$ 25.44
10-140-6530	$ 24.44
10-141-6530	$ 565.07
10-141-6260	$ 235.67
53-140-6530	$ 565.07
53-140-6260	$ 235.67
	$ 2,169.54

PUBLIC WORKS

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
50-500-6420	4/10/2026	$ 485.67	Napa	Vehicle Maint. Amb
23-300-6440	4/21/2026	$ 105.79	Yreka Ace	Maint. & Supplies Pool
23-300-6440	4/23/2026	$ 454.41	Amazon	Maint. & Supplies Pool
40-400-6440	4/28/2026	$ 252.84	Harbor Freight	SPLIT Maint & Supplies Water
45-450-6440		$ 252.84		SPLIT Maint & Supplies Sewer
23-300-6440		$ 252.84		SPLIT Maint & Supplies Pool
10-200-6440		$ 252.84		SPLIT Maint & Supplies Streets
		$ 1,011.36		
40-400-6260	5/2/2026	$ 53.62	R&R Fitness	Montly Membership
50-500-6420	5/4/2026	$ 2,587.50	Deala's Garage	Vehicle Maint. Amb
50-500-6420	4/15/2026	$ 151.96	Costco	SPLIT Vehicle Maint. Amb
10-140-6420		$ 207.92		SPLIT Vehicle Maint. PD
		$ 359.88		
23-300-6440	4/21/2026	$ 230.40	Harbor Freight	Maint. & Supplies Pool
TOTAL		**$ 5,288.63**		

LINE ITEM SUMMARY

23-300-6440	$ 1,043.44
40-400-6440	$ 252.84
40-400-6260	$ 53.62
45-450-6440	$ 252.84
10-200-6440	$ 252.84
	$ 1,855.58

Total May CC **$ 13,755.82**

Total GL Summary **$ 13,755.82**

US BANK MONTHLY STATEMENT

6/10/2026 $ 5,107.40

DEPT. AMBULANCE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
50-500-6520	5/27/2026	$ 29.98	Amazon	Office Supplies
TOTAL		**$ 29.98**		

LINE ITEM SUMMARY	
50-500-6520	$ 29.98
50-500-6420	$ 3,105.00
	$ 3,134.98

DEPT. CITY CLERK

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-110-6520	5/8/2026	$ 19.21	Amazon	Office Supplies
10-110-6520	5/27/2026	$ 576.62	Forms Fulfillment	Office Supplies New Checks
TOTAL		**$ 595.83**		

LINE ITEM SUMMARY	
10-110-6520	**$ 595.83**

DEPT. POLICE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-140-6530	5/13/2026	$ 17.14	Amazon	PD Gear
10-141-6520	5/13/2026	$ 13.07	Amazon	Office Supplies
10-141-6290	5/14/2026	$ 32.21	Fedex	Postage
10-141-6430	5/15/2026	$ 37.50	QV Fuel	SPLIT Fuel Eric
53-140-6430		$ 37.50		SPLIT Fuel Eric
		$ 75.00		
10-140-6260	5/20/2026	$ 5.00	Ring Plan	Monthly Subscription
10-140-6260	6/4/2026	$ 91.66	SOCAL Radar	SPLIT Recert PD Cars
10-141-6260		$ 91.67		SPLIT Recert PD Cars
53-140-6260		$ 91.67		SPLIT Recert PD Cars
		$ 275.00		
10-140-6260	6/2/2026	$ 62.00		SPLIT Transunion Subcription
10-141-6260		$ 62.00		SPLIT Transunion Subcription
53-140-6260		$ 62.00		SPLIT Transunion Subcription
		$ 186.00		
10-140-6260	5/21/2026	$ 79.96	Adobe	SPLIT Adobe Subscription
10-141-6260		$ 79.96		SPLIT Adobe Subscription
53-140-6260		$ 79.96		SPLIT Adobe Subscription
		$ 239.88		
10-140-6520	6/3/2026	$ 12.86	Amazon	Office Supplies
10-140-6520	6/3/2026	$ 48.96	Amazon	SPLIT Office Supplies
10-141-6520		$ 48.96		SPLIT Office Supplies
53-140-6520		$ 48.96		SPLIT Office Supplies
		$ 146.88		
10-140-6520	6/5/2026	$ 69.70	Amazon	SPLIT Office Supplies
10-141-6520		$ 69.70		SPLIT Office Supplies
53-140-6520		$ 69.71		SPLIT Office Supplies
		$ 209.11		
10-140-6530		$ 23.50	Fullidentity	SPLIT PD ID Cards
10-141-6530		$ 23.50		SPLIT PD ID Cards
53-140-6530		$ 23.50		SPLIT PD ID Cards
		$ 70.50		
TOTAL		**$ 1,282.65**		

LINE ITEM SUMMARY	
10-140-6530	$ 40.64
10-140-6260	$ 238.62
10-140-6520	$ 131.52
10-141-6520	$ 131.73
10-141-6260	$ 233.63
10-141-6430	$ 37.50
10-141-6530	$ 23.50
10-141-6290	$ 32.21
53-140-6430	$ 37.50
53-140-6260	$ 233.63
53-140-6520	$ 118.67
53-140-6530	$ 23.50
	$ 1,282.65

DEPT. PUBLIC WORKS

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
50-500-6420	6/5/2026	$ 3,105.00	Deala's Garage	Vehicle Maint. Amb
40-400-6260	6/2/2026	$ 53.62	R&R Fitness	Monthly Dues
40-400-6530	5/29/2026	$ 33.22	Amazon	Special Supplies
TOTAL		**$ 3,191.84**		

LINE ITEM SUMMARY	
40-400-6260	$ 53.62
40-400-6530	$ 33.22
	$ 86.84

DEPT. POOL

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
23-300-6520	6/2/2026	$ 7.10	Dollar General	Office Supplies
TOTAL		**$ 7.10**		

LINE ITEM SUMMARY	
23-300-6520	**$ 7.10**

TOTAL June CC **$ 5,107.40**

TOTAL GL Summary **$ 5,107.40**

US BANK MONTHLY STATEMENT

7/8/2026 $ 3,110.12

DEPT. AMBULANCE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
TOTAL		$ -		

DEPT. CITY CLERK

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-110-6520	6/11/2026	$ 138.95	Staples	Office Supplies
23-300-6440	6/12/2026	$ 35.38	Amazon	Supplies Pool
10-300-6440	6/13/2026	$ 140.12	Amazon	Supplies Park
23-300-6440	6/15/2026	$ 299.99	Amazon	SPLIT Maint. Supplies Pool
10-200-6440		$ 299.98		SPLIT Maint. Supplies Buildings
		$ 599.97		
23-300-6440	6/23/2026	$ 106.71	Amazon	SPLIT Maint. Supplies Pool
10-200-6440		$ 106.71		SPLIT Maint. Supplies Buildings
		$ 213.42		
TOTAL		**$ 1,127.84**		

LINE ITEM SUMMARY

10-110-6520	$ 138.95
10-200-6440	$ 406.69
	$ 545.64

DEPT. POLICE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-140-6520	6/30/2026	$ 34.09	Amazon	Office Supplies
10-140-6260	6/20/2026	$ 5.00	Ring Plan	Monthly Subscription
10-140-6260	7/2/2026	$ 62.37	Transunion	SPLIT Transunion Subcription
10-141-6260		$ 62.36		SPLIT Transunion Subcription
53-140-6260		$ 62.37		SPLIT Transunion Subcription
		$ 187.10		
10-140-6530	6/10/2026	$ 111.51	Badge&Wallett	SPLIT PD Nate Badge
10-141-6530		$ 55.76		SPLIT PD Nate Badge
53-140-6530		$ 55.76		SPLIT PD Nate Badge
		$ 223.03		
TOTAL		**$ 449.22**		

LINE ITEM SUMMARY

10-140-6520	$ 34.09
10-140-6260	$ 67.37
10-140-6530	$ 111.51
10-141-6260	$ 62.36
10-141-6530	$ 55.76
53-140-6260	$ 62.37
53-140-6530	$ 55.76
	$ 449.22

DEPT. PUBLIC WORKS

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-300-6440	6/12/2026	$ 314.46	Amazon	Park Supplies
40-400-6440	6/24/2026	$ 3.96	Shell	Ice Water Samples
40-400-6090	6/24/2026	$ 55.00	SWRCB	Operator Renewal
40-400-6090	6/24/2026	$ 1.51	OPC State Fee	OPC State Fee
10-150-6400	7/1/2026	$ 626.74	Erik Surplus	Fire Dept. Hydrolic Part
40-400-6260	7/2/2026	$ 54.38	R&R Fitness	Monthly Subscription
TOTAL		**$ 1,056.05**		

LINE ITEM SUMMARY

10-300-6440	$ 454.58
40-400-6440	$ 3.96
40-400-6090	$ 56.51
40-400-6260	$ 54.38
	$ 569.43

DEPT. FIRE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-150-6260	7/4/2026	$ 166.50	Active 911	Subscription Renewal
TOTAL		**$ 166.50**		

LINE ITEM SUMMARY

10-150-6260	$ 166.50
10-150-6400	$ 626.74
	$ 793.24

DEPT. POOL

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
23-300-6440	6/8/2026	$ 54.74	Dollar General	Maint. & Supplies
23-300-6440	6/16/2026	$ 6.50	Dollar General	Maint. & Supplies
23-300-6440	6/17/2026	$ 5.89	Amazon	Maint. & Supplies
23-300-6440	6/17/2026	$ 66.47	Amazon	Maint. & Supplies
23-300-6440	6/23/2026	$ 83.65	Amazon	Maint. & Supplies
23-300-6260	6/24/2026	$ 30.00	JOINHOMEBASE.CC	Subscription
23-300-6440	6/26/2026	$ 39.87	Amazon	Maint. & Supplies
23-300-6440	6/29/2026	$ 10.73	Dollar General	Maint. & Supplies
23-300-6440	6/30/2026	$ 12.66	Dollar General	Maint. & Supplies
TOTAL		**$ 310.51**		

LINE ITEM SUMMARY

23-300-6440	$ 722.59
23-300-6260	$ 30.00
	$ 752.59

TOTAL July CC **$ 3,110.12**

TOTAL GL Summary **$ 3,110.12**

US BANK MONTHLY STATEMENT

8/10/2026 $ 8,701.96

DEPT. AMBULANCE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
50-500-6000	7/15/2026	$ 50.00	HSI Emergency Care	Training
50-500-6000	7/15/2026	$ 32.18	HSI Emergency Care	Training
50-500-6420	7/16/2026	$ 730.87	Deala's Garage	Vehicle Repairs
50-500-6520	7/17/2026	$ 38.18	Amazon	Office Supplies
50-500-6000	7/18/2026	$ 149.00	LC Ready Limmer ED	Training
10-300-6440	7/19/2026	$ 39.59	Walmart	Laundry Supplies Park
50-500-6520	7/20/2026	$ 12.80	Amazon	Office Supplies
50-500-6520	7/20/2026	$ 8.88	Amazon	Office Supplies
10-150-6530	7/20/2026	$ 45.00	SP Drink	Electrolites Fire Dept.
50-500-6520	7/20/2026	$ 22.51	Amazon	Office Supplies
50-500-6420	7/20/2026	$ 896.82	Tehama Tire	Tires
50-500-6420	7/21/2026	$ 975.95	Tehama Tire	Tires
50-500-6520	7/29/2026	$ 159.80	Parts-People	Laptop Battery
50-500-6420	7/30/2026	$ 2,842.73	American Diesel	Ambulance Repairs
TOTAL		**$ 6,004.31**		

LINE ITEM SUMMARY	
50-500-6000	$ 231.18
50-500-6420	$ 5,800.60
50-500-6520	$ 242.17
	$ 6,273.95

DEPT. CITY CLERK

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-110-6520	8/1/2026	$ 43.43	Amazon	Office Supplies
10-110-6530	7/19/2026	$ 118.54	Walmart	Computer Monitor
10-110-6100	7/8/2026	$ 229.63	Isbell Enterprises	LOLA Supplies
10-300-6530	7/22/2026	$ 245.95	PayPal	PCT Patches
TOTAL		**$ 637.55**		

LINE ITEM SUMMARY	
10-110-6520	$ 43.43
10-110-6530	$ 118.54
10-110-6100	$ 229.63
	$ 391.60

DEPT. POLICE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-140-6010	7/8/2026	$ 300.00	Yreka Immediate Care	Medical Background
10-140-6260	7/20/2026	$ 5.00	Ring Plan	Monthly Subscription
10-140-6260	8/3/2026	$ 50.66	Transunion	SPLIT Transunion Subcription
10-141-6260		$ 50.67		SPLIT Transunion Subcription
53-140-6260		$ 50.67		SPLIT Transunion Subcription
		$ 152.00		
10-140-6290	7/10/2026	$ 6.08	USPS	Postage
10-140-6530	7/8/2026	$ 74.57	4Imprint	SPLIT Special Supplies
10-141-6530		$ 74.58		SPLIT Special Supplies
53-140-6530		$ 74.58		SPLIT Special Supplies
		$ 223.73		
TOTAL		**$ 686.81**		

LINE ITEM SUMMARY	
10-140-6010	$ 300.00
10-140-6260	$ 55.66
10-141-6260	$ 50.67
53-140-6260	$ 50.67
10-140-6290	$ 6.08
10-140-6530	$ 74.57
10-141-6530	$ 74.58
53-140-6530	$ 74.58
	$ 686.81

DEPT. PUBLIC WORKS

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-150-6420	7/17/2026	$ 765.00	SP Iron Wing Parts	Hydrolic Pump Fire Dept.
10-150-6400	7/21/2026	$ (626.74)	Erik Surplus	Fire Dept. Hydrolic Part **REFUND**
50-500-6420	7/21/2026	$ 354.23	SP Motosport	Ambulance Parts
10-300-6440	7/29/2026	$ 147.50	Amazon	Supplies Park NNO
40-400-6260	8/2/2026	$ 54.38	R&R Fitness	Monthly Subscription
10-300-6440	8/3/2026	$ 66.75	Dollar General	Supplies Park NNO
10-300-6530	8/3/2026	$ 66.60	QR Code Creator	SPLIT QR Code Community Survey
23-300-6530	8/3/2026	$ 66.60		SPLIT QR Code Community Survey
		$ 133.20		
TOTAL		**$ 894.32**		

LINE ITEM SUMMARY	
10-300-6440	$ 253.84
10-300-6530	$ 312.55
40-400-6260	$ 54.38
	$ 620.77

DEPT. FIRE

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
10-150-6260	7/10/2026	$ 124.00	SSV	Subscription
TOTAL		**$ 124.00**		

DEPT. POOL

LINE ITEM #	DATE OF PURCHASE	AMOUNT	VENDOR	BRIEF DESC.
23-300-6440	7/8/2026	$ 22.52	Dollar General	Maint. & Supplies
23-300-6440	7/10/2026	$ 150.11	Amazon	Maint. & Supplies
23-300-6440	7/13/2026	$ 39.41	Dollar General	Maint. & Supplies
23-300-6440	7/13/2026	$ 73.90	Amazon	Maint. & Supplies
23-300-6440	7/14/2026	$ 24.83	Dollar General	Maint. & Supplies
23-300-6260	7/24/2026	$ 30.00	JOINHOMEBASE.COM	Subscription
23-300-6440	7/28/2026	$ 14.20	Dollar General	Maint. & Supplies
TOTAL		**$ 354.97**		

LINE ITEM SUMMARY	
10-150-6260	$ 124.00
10-150-6530	$ 45.00
10-150-6420	$ 765.00
10-150-6400	$ (626.74)
	$ 307.26

LINE ITEM SUMMARY	
23-300-6440	$ 324.97
23-300-6260	$ 30.00
23-300-6530	$ 66.60
	$ 421.57

TOTAL July CC **$ 8,701.96**

TOTAL GL Summary **$ 8,701.96**

August 18, 2026

Attn: Etna City Council

Dear Members of the City Council,

I am writing to bring to your attention problems that occurred during the recent replacement of power poles in Etna.

During the work, the company working on the power poles drilled into and damaged a line belonging to my irrigation/sprinkler system. Unfortunately, the line was not repaired correctly at the time by the company. Joel Lopus came and repaired the system with new valves because sand and gravel was all through the system. Since then, I have continued to experience problems with my irrigation system and have to call the Joel on multiple occasions to diagnose the repair the damage. Most recent he came again and found that another repair was needed to fix the system. AGAIN the system had a rock stuck in the valve, this resulted in just taking that valve out and closing off that line in my system. The cost of the dig up the line and clean and repair would have be enormous! I will need to use a sprinkler on that line for the yard.

I am requesting the City to investigate this matter and assist me in obtaining reimbursement for the reasonable cost ($475.00) I had to pay to have my irrigation system repaired as well as the enormous water bill ($337.00) last month because the valve was stuck open allowing continued leaking that went undetected while I was out of town.

I would appreciate you assistance in resolving this matter and in determining who is responsible in reimbursing me for repair costs. Thank you for taking the time regarding this matter.

Sincerely,
Mary Burton
[redacted]
Etna, CA 96027
[redacted]



Left rocks in the drainage ditch.

Left my fence like this.
Wire cut while working
in my yard. Had to
remove to mow.

Provided by SCORE
Information Only

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SAFETY COMMUNICATION

Property Protection - Preparing for El Niño & Severe Weather

Public Works and Facilities, Maintenance, and Operations Departments



Across California, public entities face growing risks from severe weather and other natural hazards that can disrupt operations, damage facilities, and strain resources. Seasonal weather patterns, including atmospheric rivers and El Niño-related storms, can bring heavy rainfall, flooding, and high winds that increase the likelihood of property damage. Water intrusion remains one of the most common and costly causes of loss, leading to structural deterioration, mold growth, damage to building contents, and failures of critical building systems. Proactive maintenance and facility protection measures can help reduce these risks and improve overall property resilience.

KEY RISK MITIGATION MEASURES

Roof Protection

A well-maintained roof is one of the most important defenses against water intrusion and costly property damage. Routine inspections, preventive maintenance, timely repairs, and a structured roof maintenance program can help extend roof life, protect building systems, and reduce the risk of leaks, structural damage, and business disruption.

Consider the following best practices:

- Conduct regular inspections and cleaning of rooftops, gutters, drains, and drainage systems to prevent water accumulation and intrusion.
- Maintain roof flashings, penetrations, vents, skylights, and edge details that are common sources of leaks.
- Replace deteriorated roofing components, including shingles, tiles, vent boots, rain collars, seals, and damaged membranes.
- Ensure roof drainage systems remain clear to prevent ponding water and potential structural collapse.
- Establish a formal roof maintenance program with qualified roofing contractors.

Building Envelope Resiliency

The building envelope serves as the primary barrier against water intrusion, helping protect facilities from moisture-related damage, structural deterioration, and costly repairs. Regular inspection, maintenance, and prompt repair of building envelope components can improve resiliency, preserve asset value, and reduce the risk of leaks and water damage.

Consider the following best practices:

- Maintain all components of the building envelope, including roofs, walls, foundations, windows, doors, and waterproofing systems. Ensure proper integration between roofing, wall systems, windows, and waterproofing barriers to eliminate water entry points.

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- Inspect transitions between roof-to-wall, wall-to-window, and wall-to-foundation assemblies, which are common leakage locations.
- Verify continuity of weather-resistant barriers and drainage pathways.
- Utilize appropriate waterproofing systems based on exposure and application.
- Inspect waterproofing membranes for cracks, blistering, delamination, wrinkling, or punctures and repair deficiencies promptly.
- Maintain below-grade and plaza deck waterproofing systems and ensure proper soil coverage where required.
- Protect critical waterproofing terminations, penetrations, and transitions.

Windows and Doors

Windows and doors are common entry points for water intrusion when seals, flashing, and weatherproofing components are not properly maintained. Regular inspections and preventive maintenance can help identify potential problems early, reducing the risk of leaks, moisture damage, and costly repairs.

Consider the following best practices:

- Inspect frames, seals, gaskets, weather stripping, and caulking for wear and deterioration.
- Replace damaged seals and gaskets before leaks occur.
- Confirm proper flashing integration around windows and doors to prevent water migration behind wall assemblies.

STORM PREPAREDNESS ACTIONS

Before Severe Weather Events

Preparing for severe weather before it arrives can help reduce property damage, protect critical operations, and improve response efforts. Taking proactive steps to address potential vulnerabilities and secure facilities can strengthen resilience and minimize the impact of storms, flooding, and high winds.

Consider the following best practices before severe weather events:

- Clean storm drains, gutters, and roof drainage systems.
- Trim or remove trees that could damage structures during high winds.
- Stock and position flood protection materials such as barriers and K-rail systems to divert water, mud, and debris.
- Test emergency generators and backup power systems.
- Secure critical equipment and vulnerable property from potential flood or wind exposure.

Emergency Planning

Effective emergency planning helps organizations respond quickly and safely to severe weather events while minimizing disruptions to operations. Establishing clear procedures, maintaining emergency resources, and preparing personnel in advance can strengthen organizational resilience and support a faster recovery when incidents occur.

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Consider the following best practices for emergency planning:

- Maintain procedures for monitoring weather forecasts, flood conditions, and facility impacts closures and emergency notifications.
- For more details, please see the following resources:
  - Emergency Communication Protocols
  - Emergency Response Planning
- Ensure emergency response personnel have adequate PPE, supplies, food, water, and shelter during extended storm events.
- Establish service contracts with vendors and contracts for repair, mold investigation, and property restoration. See Sedgwick's repair solutions offering.

COMMON PROPERTY LOSS DRIVERS

Water intrusion and related property damage often result from preventable maintenance and drainage issues that develop over time. Understanding the most common causes of property losses can help organizations prioritize inspections, maintenance, and repairs to reduce risk and protect facilities.

Be aware of the following common property loss drivers:

- Clogged roof drains causing ponding water and structural distress
- Failed roof seams, flashings, and penetrations
- Improper waterproofing details at decks, walls, and foundations
- Deteriorated window and door seals
- Poor drainage design or maintenance
- Deferred maintenance of roofing and envelope systems

KEY PROPERTY PROTECTION TAKEAWAY

The most effective first-party property protection strategy combines proactive roof maintenance, drainage management, building envelope inspections, waterproofing upkeep, and severe weather preparedness. Consistent inspection and maintenance significantly reduce the likelihood and severity of water intrusion losses and business interruption following major storm events.

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SAFETY COMMUNICATION

Reducing Community Impacts from El Niño's Severe Weather



As municipalities prepare to protect public properties from atmospheric rivers driven by El Niño, it's important to recognize another risk: third-party damage. Deluges can quickly overwhelm storm sewer systems, causing pooling and flooding. Along with debris and mud flows, damage to downstream properties can be costly, involving litigation, business interruption, loss of use, and lost revenue to local businesses. The guidance below is geared to assist municipalities with preparation and management of systems and methods meant to redirect stormwater and debris flows.

KEY RISKS CITIES AND TOWNS SHOULD PLAN FOR:

1. **Flooding and stormwater management**
   Considering the predictions of a strong El Niño, now is a good time to:
   - Evaluate storm drain capacity
   - Perform operations tests and maintenance checks on pump stations
   - Perform creek and river channel maintenance
   - Inspect and clear storm drains, culverts, ditches, and retention basins before the rainy season
   - Identify roads, bridges, and low-water crossings prone to flooding and ensure detour routes are established
   - Identify and close recreational areas prone to flooding or used as stormwater overflow retention ponds
   - Review flood response plans
2. **Landslides and debris flows**
   Atmospheric rivers create significant potential for debris flows, most notable in the following areas:
   - Locations impacted by burn scars
   - Coastal bluffs
   - On or at the base of slopes
   - In or at the base of minor drainage hollows
   - At the base or top of an old fill slope
   - At the base or top of a steep cut slope
   - Developed hillsides where leach field septic systems are used

Key Actions To Take:

- Devise plans to channel water, debris, and mud away from structures and infrastructure using K rails and other barriers
- Ensure supplies are adequate, such as sandbags and K rails, are on hand, or readily available
- Review tree maintenance programs and remove hazardous limbs that could fail during high winds or ice storms
- See Landslides - Stay Prepared for additional information

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3. **Infrastructure impacts**
   Cities and towns should assess the following areas for vulnerability to localized flooding and test emergency pumping units and generators:
   - Roadways
   - Culverts
   - Bridges
   - Wastewater systems
   - Public facilities

4. **Emergency communications and mutual aid**
   Before the rainy season starts:
   - Update emergency alert systems
   - Refresh public preparedness messaging
   - Coordinate with county emergency managers
   - Review shelter and evacuation plans
   - Evaluate emergency communication systems and verify contact information for staff, elected officials, and emergency response partners
   - Review mutual aid agreements with neighboring jurisdictions and emergency service providers
   - Develop public information messages on flood safety, severe weather preparedness, power outages, and winter driving conditions
   - Encourage residents to sign up for local emergency notification systems

5. **Pre event planning and post event recovery**
   Document preparedness activities and maintain records for future planning and risk management purposes. Also track expenses related to emergency efforts for possible FEMA reimbursement. Please see Continuity of Operations Plan for Public Entities for a sample plan.

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Etna Police Department Monthly Report

August 2026

As we enter the fall season and the beginning of the new school year, we have been integrated with a substantial number of significant cases related to major/serious crimes. Many of these crimes are generated through cyber crimes such as scams or fraud but also include a high number of local/Siskiyou County residence involved in major crimes resulting in significant injuries and losses specific to drug and alcohol activity. While every crime involves an officer's presence, expertise, and investigation hours these major crimes involve a level of expertise that multiplies the hours needed to complete a detailed report by tenfold. Officers continue to push forward putting in the hours required of them and more while still maintaining time to patrol and be proactive in their duties. I want to acknowledge the level of skill our officers not only have but continue to expand on without complaint. We are very blessed as a small department to have this Calibur of Officers to serve our community.

Traffic- Traffic related issues continue to be a top priority for the department in and around our two towns with a heavy infuses in and around our community schools. Numerous traffic stops have been performed with warnings and citations being issues. Again, presence is a major factor in slowing traffic down and officers attempt to be out there as much as possible. Several events needing police traffic control were also asked of the department with each event concluding successfully. As we enter the winter season with inclement weather officers will continue to monitor and educate drivers on our expectations while traveling through the Scott Valley Community and Towns.

Schools- The beginning of the 2026 school year hit hard as we have been inundated with calls for service related to incidents within the school district. Calls for service include traffic, altercations, events, truancy, and our ongoing MOU with the school district in providing support services to students having a difficult time not only in school but also getting to school. We hope as the school year moves forward, we will see the need for police services level out and are maintained at a lower level of need and we can focus on a proactive approach.

Animal Control- Dogs at large calls for service have had a slight uptick in the need for officers to respond and get animals back to their home but still at a level well below the averages over the last couple years. We continue to help owners come up with a solution versus citing only as it seems to help in the long run. We had one case involving dogs attacking livestock in town resulting in the attackers needing to be euthanized. It is unfortunate; however, we couldn't allow the continued risk to the community. Several areas in both towns are seeing a significant number of cats continue to grow. It's an issue that needs to be addressed sooner than later and may require another spay/neuter clinic that comes at a price. In the future it would be nice to establish funding to be able to provide a service to our communities at least every couple of years. We also had several mountain lion sightings in each town with the Etna City park being the last location a big cat was spotted. In this event several people had to lock themselves in the bathrooms until officers could arrive on scene. As a

reminder our department will not hesitate in taking necessary action when it comes to public safety and the need to protect human life. In each incident, the department of Fish and wildlife was notified along with the local state trapper. Investigations were done without locating each animal. We will continue to monitor the areas, and we encourage the public to immediately notify us if they are to spot a lion in the area.

Reports/Cases- As the year seems to accelerate by us the number of cases has followed suit with us well over 100 cases for the year. As mentioned before, a good number of our cases are significant in degree and require a high number of investigation hours. Also, a reminder when a case is completed it doesn't mean that an officer's job is over. Each of these cases also require many hours in court and working with the District Attorney. Again, I am extremely proud of our officers and it's important that we all support them in any way we can. The hours and level of service they provide can become overwhelming and a little support goes a long way in preventing burnout.

Calls for Service- In addition to the increase in written cases comes a naturally increase in calls for service. Typically, we see an even larger number of calls for service which is still the case as this year goes on. Our calls for service for each year generally are in the thousands and I expect us to exceed our previous year's numbers. Many are positive in nature and are one of the great things about law enforcement.

Ordinance Enforcement- The police department continues to monitor existing code enforcement cases, closing out several on a positive note with voluntary compliance by our constituents. We also continue to look for problematic areas that we can address before they become a problem. As a reminder, code enforcement is complaint driven and many cases are only acted upon once a complaint or concern is received. Please be vigilant and contact the department if you observe any issue related to code enforcement. This process has shown over the years to be very successful in voluntary compliance while keeping our community unique in solving some issues in a non-conventional way. We also need to continue looking at an in-house hearing board to review each code enforcement case while providing directions in a conclusion.

PAL- The new PAL year began in September, and we are off to a quick start to the season. Along with our normal fall sporting schedule, we continue to be engaged in fund raising/grant efforts related to the skate park, softball park, and other local organizations in obtaining grants for school and city properties. It is with consistent partnerships with all organizations we will succeed and so important to our community in continuing to grow in a direction we can preserve our way of life.

Misc.- Officer Dowling has completed his field training and is now out in the community as a solo officer. Congratulations to him on all his hard work and thank you for your continued service to the community. As we continue to be increasingly busy, we hope to still be able to add additional personnel and organizational partnerships. It's been a really busy last few months for officers so if you get a chance, please reach out to them and thank them for their undying service and loyalty to our community.

ETNA POLICE DEPARTMENT
155 Diggles St
Etna CA 96027
Joshua E Short, Chief of Police
TOWN OF FORT JONES
11219 N Hwy 3
Fort Jones, CA 96032

August 2026 Etna Police Department

Statistics

Animal Control– 15

Trespass– 8

Juvenile/School– 30

Battery– 8

Domestic Violence– 3

Runaway/Missing person– 4

Traffic Collision– 2

Assists– 30

Civil– 18

Theft– 8

Vandalism– 4

Traffic– 40

Code Enforcement– 20

Non-Crim– 35

Medical/Fire– 12

Events– 16

Alarm– 5

Fraud/Scam– 7

Animal strikes– 4

Court– 8

Written Reports YTD- 100+

Cyber crimes– 4

Sexual Assault/Battery– 2

The above is a consolidation of statistics logged in with our Computer Automated Dispatch System.

Does not include Calls for service outside our logged activity

August 2026 Data

Total: 44 Billable: **19**	Etna 8 FJ 8 SV 27 M11 1	ALS 13	BLS 5	BLSD 0	AMA/ non billable 1	MSAS rendezvous : 1	CXL 7	**Missed** **17 mostly due to no second crew member available**
								Days w/o calls: 5
2025	Total: 43 Billable: **29** **Missed: 6**							

Key:

ALS: Advanced Life Support (paramedic level)
BLS: Basic Life Support (EMT level)
BLSD: Deceased on scene, no transport
AMA: Against Medical Advice (No transport)
CXL: Cancelled
CCP: Community Care Program

MSAS: Mount Shasta Ambulance Service (we req them for a paramedic if needed)
M11: Salmon River Fire/Rescue (they req us for transport)
Etna: City limits of Etna
FJ: Fort Jones Town Limits
SV: Scott Valley outside of city/town limits

Ambulances/QRV:

M54 2011 4x4 In service

M55 2003 In Service

M56 2007 In Service

QRV 2005 In Service

MISC

Assisting Parks and Recreation with the park towels have slowed and appeared to be stopped.

Continuing to assist the FD as needed.

City Clerk/Finance Report

General Checking	$121,975.44
MB Money Market	$ 8,054.68
LAIF	$139,603.09
	$269,633.21

Software Upgrade Update

General Ledger/Cashiering	complete
Accounts Payable	complete
Bank Reconciliation	75%
Utility Billing/Cashiering	in progress Go Live 11.30.26
Accounts Receivable	Jan.-Feb. 2027

John Balestrini-DFK Solutions (Risk Manager-SCORE)
September 23, 2026, came for his annual staff training.
Training provided:

- Injury & Illness Prevention Program Awareness
- Emergency Action Plan Awareness
- Animals & Nature Awareness

Upcoming-October 2026

- Holiday-Columbus Day-Office Closed-10.12.26
- SCORE Annual Two-day Training and Meeting 10.22&23. 26
- Utility Billing Training-Jenny & I are both about 25% completed, this will require most of our time in October.
- City Council Meeting 10.26.26-1st Quarter Update (old form)

As a reminder, Councilmembers are required to have trainings every two years.

- AB 1234/SB827 Ethics Training
- AB 1661 Sexual Harassment Prevention
- New this year: SB 827- Fiscal and Financial Training

Council Questions or Concerns?

DKF Solutions, LLC

Etna Annual Training Visit 2026

Date	Sep 23, 2026	Trainer	John Balestrini
Time	12:30 PM – 4:00 PM	Location	Etna City Hall
Closed Date	Sep 23, 2026	Address	442 Main Street Etna, CA 96027
Length	3.00 hrs	Notes	—
Certificates	24		

TRAININGS

- Injury & Illness Prevention Program Awareness — 0.75 hrs
- Emergency Action Plan Awareness — 0.75 hrs
- Animals & Nature Awareness — 1.50 hrs

CERTIFICATES ISSUED

Injury & Illness Prevention Program Awareness

Issued: Sep 23, 2026 · Expires: —

#	Employee Name	Emp #	Location	Certificate
1	Arrwood, Teresa	SCORE-Etna-017	City of Etna	CERT20260923-019
2	Bennett, Jenny	SCORE-Etna-007	City of Etna	CERT20260923-001
3	Burbank, Dan	SCORE-Etna-002	City of Etna	CERT20260923-007
4	Deas, Raymond	SCORE-Etna-016	City of Etna	CERT20260923-016
5	DeDebbeleer, Jediah	SCORE-Etna-012	City of Etna	CERT20260923-004
6	Dowling, Eric	SCORE-Etna-018	City of Etna	CERT20260923-022
7	Eastlick, Pamela	SCORE-Etna-001	City of Etna	CERT20260923-013
8	Short, Joshua, E	SCORE-Etna-008	City of Etna	CERT20260923-010

Emergency Action Plan Awareness

Issued: Sep 23, 2026 · Expires: —

#	Employee Name	Emp #	Location	Certificate
1	Arrwood, Teresa	SCORE-Etna-017	City of Etna	CERT20260923-020
2	Bennett, Jenny	SCORE-Etna-007	City of Etna	CERT20260923-002
3	Burbank, Dan	SCORE-Etna-002	City of Etna	CERT20260923-008
4	Deas, Raymond	SCORE-Etna-016	City of Etna	CERT20260923-017
5	DeDebbeleer, Jediah	SCORE-Etna-012	City of Etna	CERT20260923-005
6	Dowling, Eric	SCORE-Etna-018	City of Etna	CERT20260923-023
7	Eastlick, Pamela	SCORE-Etna-001	City of Etna	CERT20260923-014
8	Short, Joshua, E	SCORE-Etna-008	City of Etna	CERT20260923-011

Animals & Nature Awareness

Issued: Sep 23, 2026 · Expires: —

#	Employee Name	Emp #	Location	Certificate
1	Arrwood, Teresa	SCORE-Etna-017	City of Etna	CERT20260923-021
2	Bennett, Jenny	SCORE-Etna-007	City of Etna	CERT20260923-003
3	Burbank, Dan	SCORE-Etna-002	City of Etna	CERT20260923-009
4	Deas, Raymond	SCORE-Etna-016	City of Etna	CERT20260923-018

#	Employee Name	Emp #	Location	Certificate
5	DeDebbeleer, Jediah	SCORE-Etna-012	City of Etna	CERT20260923-006
6	Dowling, Eric	SCORE-Etna-018	City of Etna	CERT20260923-024
7	Eastlick, Pamela	SCORE-Etna-001	City of Etna	CERT20260923-015
8	Short, Joshua, E	SCORE-Etna-008	City of Etna	CERT20260923-012