



**PUBLIC NOTICE**  
**SPECIAL Board Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**1516 Main Street**  
**Susanville, CA 96130**  
**(530)260-0067**

Attachments available 11/18/24 at [www.honeylakevalleyrzd.us](http://www.honeylakevalleyrzd.us)

**Date: Thursday, November 21st, 2024**

**Location: 1516 Main Street, Susanville CA 96130**

**Time: 3:30 PM**

**AGENDA**

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

**I. CALL TO ORDER, ROLL CALL**

**II. APPROVAL OF AGENDA -**

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**III. PUBLIC COMMENT**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

**IV. CONSENT ITEMS –**

- A. Correspondence
- B. Meeting Minutes – 10/24/2024
- C. Financial Reports - attached
- D. Agreements/Contracts - J-U-B Ravendale / Madeline Water Infrastructure Systems (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity.*

## **V. REPORTS**

- A. District Manager Report – Siemer (attachment)
- B. Watermaster / WAC Report – Burvant
- C. NRCS Report - Stephens
- D. Unagendized reports by board members

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity & Strategic Issue 2 - Prioritize the Conservation Needs of the Community*

## **VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD**

- A. Consideration and approval of draft Policy 3155. Grant and Agreement Authority. (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

- B. Consideration and approval of subsections to Section II. Personnel of the HLVRCD Policy Book and placement of current policies into the subsections. (attachment)

*Tie to the Strategic Plan: Strategic Issue 2 - Prioritize the Conservation Needs of the Community*

- C. Identify & authorize a CARCD Delegate to vote on HLVRCDs behalf through November 2025, and consider & provide direction to the Delegate for their voting on the 5 resolutions to be presented for a membership vote at the December 2024 CARCD membership meeting. (attachments)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

- D. Consideration and approval of CEQA NOE and environmental review for Johnstonville Dam Project (attachment).

*Tie to the Strategic Plan: Strategic Issue 2 - Prioritize the Conservation Needs of the Community*

- E. Consideration and discussion regarding amending Policy 2400: Work Schedules and Overtime.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

- F. Second Reading of the 2025 RCD/WM Calendar (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

## **VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – WATERMASTER**

- A. Consideration and approval of the Susan River Watermaster Service Area 2024 Annual Use Report (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity & Strategic Issue 2 - Prioritize the Conservation Needs of the Community*

- B. Consideration and approval for District Manager and Board Chair to meet with the presiding Superior Court Judge per legal counsel recommendation.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

## **VIII. ADJOURNMENT TO CLOSED SESSION**

- A. Discussion regarding Pending Litigation (Government Code Section: 54956.9 (d) (2))

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

**IX. RETURN TO OPEN SESSION**

**X. ADJOURNMENT**

The next Honey Lake Valley RCD meeting will be **January 23rd, 2025, at 3:30 PM.** The location is 1516 Main Street, Susanville, CA.

*I certify that on Monday, November 18th, 2024 agendas were posted as required by Government Code Section 54956 and any other applicable law.*

**X**  \_\_\_\_\_

Kelsey Siemer  
District Manager



**PUBLIC NOTICE**  
**Board Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**170 Russell Ave. Suite C**  
**Susanville, CA 96130**  
**5302574127 ext. 100**

Attachments available 10/21/2024 at [www.honeylakevalleyrzd.us](http://www.honeylakevalleyrzd.us) ■

**Date: Thursday, October 24th, 2024**

**Location: 170 Russell Ave., Suite C, Susanville CA 96130**

## **MEETING MINUTES**

### **\*votes taken via role call\***

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

#### **I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

Board member Jesse Claypool called the meeting to order at 5:35PM, and a quorum was noted.

#### **II. APPROVAL OF AGENDA**

Board member Laurie Tippin made a motion to approve the agenda. Board member Robin Hanson seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

#### **III. PUBLIC COMMENT - NONE**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

#### **IV. CONSENT ITEMS –**

- A. Correspondence
- B. Meeting Minutes – 09/26/2024
- C. Financial Reports
- D. Agreements/Contracts - Trout Unlimited

Board Member Laurie Tippin made a motion to approve the consent items, Board member Robin Hanson seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

#### **V. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD**

- A. Discussion and consideration of draft policy 3155 Grant and Agreement Authority (attachment)

Discussion was held.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity.*

- B. Consideration and approval of a strategy to update 25% of Section II. Personnel of the HLVRCD Policy Handbook (attachment)

Board Member Will Johnson made a motion to approve the strategy discussed, Board Member Laurie Tippin seconded and the motion passed unanimously.

*Tie to the Strategic Plan: Strategic Issue 2 - Prioritize the Conservation Needs of the Community*

- C. First Reading of the 2025 RCD / Watermaster Calendar (attachment)

Held.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

#### **VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – WATERMASTER**

- A. Second reading of the Susan River Watermaster Service Area 2024 Annual Use Report (attachment)

Held.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

#### **VII. REPORTS**

- A. District Manager Report – Siemer (attachment)  
Kelsey gave updates on all grant projects and all administrative tasks.
- B. Watermaster / WAC Report – Burvant  
Kelsey gave updates relayed from Brian on the service area.
- C. NRCS Report  
None

D. Unagendized reports by board members

Will gave a weeds update. Laurie gave CARCD Bylaws committee updates on schedule, Jesse gave updates related to a fidelity bond

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCO Leadership & Organizational Capacity & Strategic Issue 2 - Prioritize the Conservation Needs of the Community*

**VIII. ADJOURNMENT TO CLOSED SESSION - 7:57PM**

A. Discussion regarding Pending Litigation (Government Code Section: 54956.9 (d) (2))

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCO Leadership & Organizational Capacity*

**IX. RETURN TO OPEN SESSION - 8:30PM**

Nothing to report.

**X. ADJOURNMENT - 8:31PM**

The next Honey Lake Valley RCD meeting will be **November 21st, 2024 at 3:30PM**. The location is **1516 Main Street, Susanville, CA 96114**.

*Respectfully Submitted,*



Kelsey Siemer  
District Manager

APPROVED: \_\_\_\_\_  
Jesse Claypool, RCD Board  
Chairperson

DATE: 11/21/2024

# **Honey Lake Valley RCD District Manager Report**

Kelsey Siemer - District Manager

November 21st, 2024

## **RCD Administration:**

- Bookkeeping
  - Monthly reports attached
  - Audit - Right Now -
    - Single Audit will be in December / January
- Admin:
  - Hired a Restoration and Resiliency Coordinator - to start December 2nd!
  - Welcome to our new office!
  - Discussion regarding Work Schedule and Overtime Policy tonight

## **Watermaster:**

- Annual Use Report
  - Completed - WAC approved on 11/14/2024, final Board approval tonight, Brian to file before December 31st
- Winter time plan is to develop an SOP for Apportionments, Billing, and Use Reports
- Direct Billings starting to come in
- Other updates in Watermaster Report
- WAC
  - Next meeting January 10, 2025, if needed

## **Grant Updates:**

- **DWR: Urban and Multi-benefit Drought Relief Grant Program - Old Channel Project**
  - Project is CLOSED with DWR and all outstanding invoices have been paid
  - Fixing of the outflow gate will take place after the first of the year due to Rubicon's schedule
- **DWR: Lahontan Basin IRWM Implementation - Rounds 1 and 2**
  - Round 1: Lead Admin Agency for City of Susanville / Round 2:
    - Johnstonville Dam
      - Updated timeline has ground breaking on August 1, 2025 (sooner if the levels drop in the Susan River)
      - CEQA NOE review tonight
      - Design plans are being reviewed by LIC
      - Waiting on permits
    - Madeline / Ravendale
      - Waiting on permits
      - Contract review tonight
      - Looking to bid the project this winter / early spring
- **DOC: Susanville Ranch Park - Riparian Corridor and Working Lands Restoration**

- Signage is *still* in the works
- Issues with Point Blue subcontract resolved
- Working on budget amendment to continue fuels work this fall / winter
- **USFS: Post Fire Recovery - Sheep, Hog and Dixie Fire Scars**
  - Catherine is presenting at the CARCD conference in December!
- **NACD: TA2022**
  - CLOSED!
  - TA2024: In review, received an update from Nancy at CARCD needing an amended application for clarification on risk mitigation - to do this week / next but looking like we will *probably* be funded?
- **SNC: Modoc RCD Capacity Building**
  - Catherine, Kelsey, and Robin to use the funding to attend / present at CARCD Annual Conference in December
  - Possibly helping fund a tribal monitoring course, if we can't liquidate all our funds by November 30th.
- **Watershed Coalition: Lassen PBA**
  - Planning to burn Janesville properties hopefully before the end of the year
  - Funding expires in December 2024
- **NRCS: CARCD Underserved Farmers and Ranchers**
  - Using the remainder of our funds / extended grant agreement to host 2 Conservation Land Easements workshops
    - Potentially one in Janesville and one in Alturas
    - Planning to have a panel of experts from different organizations that offer conservation easements (NRCS, LLTT, and California Rangeland Trust)
    - Followed by landowner panel to allow producer to producer discussion
    - End the workshop with a social hour / networking time to allow other organizations to table (Feather River Land Trust, etc.) and producers to ask follow up questions
- **CAL FIRE Workforce Development Grant:**
  - No upcoming trainings for Catherine - too busy with USFS Post Fire fall activities
  - Adding in training opportunities for R&R Coordinator
- **CAL FIRE Forest Management Plan Grant:**
  - Catherine working with Tim to draft FMPs and complete plots
  - Grant expires in Dec. 2024
- **BLM GNA: Restoration Projects**
  - R & R coordinator will be spearheading this grant



- Working on planning phase for 2 spring projects in Spring / Summer 2025

### **New and Upcoming:**

- Working on a possible Grant Proposal for Wildlife Fencing along 395 corridor
  - Funding possibilities include NFWF Western Big Game pool
- Submitted DPR Alliance Grant application to fund an invasives program focused on:
  - Mulching for puncturevine treatment, Purge the Spurge: Myrtle Spurge, Goat or Sheep grazing program for forest health
- Kelsey was asked to speak at NACD National Conference in February in Salt Lake City
  - Working with NACD on a stipend to help with cost of attendance
- LCC EPA Community Change Grant: Submitted
  - Would allow us to hire a community engagement specialist
- Short term monitoring project with Trout Unlimited in the Pine Creek area
  - Flow monitoring and data collection
  - Brain, Kelsey, and Catherine went for installation to learn about their data monitors / as a training opportunity this week
  - Will be the Restoration and Resiliency Coordinator's responsibility starting next Spring
- Looking at applying for DWR Stream Gauge program with Trout Unlimited to expand on these efforts - due by December 31
- Opportunity to partner with Modoc RCD and Susanville Indian Rancheria to create a Native Youth Internship Program
  - Really wanting it to be a regional / shared intern program
  - Possibility to tie with the LCC grant proposal, if funded
  - Looking for funding opportunities with SNC and Sierra Institute

# Honey Lake Valley Resource Conservation District

## Statement of Activity

October 2024

	Total
<b>Revenue</b>	
Grant Proceeds	2,883.12
<b>Watermasters</b>	
Direct Billing	31,074.00
<b>Total Watermasters</b>	<b>\$ 31,074.00</b>
<b>Total Revenue</b>	<b>\$ 33,957.12</b>
<b>Gross Profit</b>	<b>\$ 33,957.12</b>
<b>Expenditures</b>	
Bank Charges & Fees	153.61
Car & Truck	295.56
Contractors	42,761.69
<b>Facilities</b>	
Rent & Lease	1,700.00
Utilities	170.26
<b>Total Facilities</b>	<b>\$ 1,870.26</b>
Grant Expenditures	2,911.37
Insurance	-1,480.48
Job Supplies	266.74
Legal & Professional Services	3,640.00
Meals & Entertainment	618.69
Membership Dues	1,087.00
Office Supplies & Software	1,086.46
<b>Payroll</b>	
Payroll Taxes	1,456.16
Payroll Wages	19,231.09
<b>Total Payroll</b>	<b>\$ 20,687.25</b>
Payroll Platform Expenses	229.14
Rent	1,200.00
Telecommunications	201.61
WM Gas	424.31
<b>Total Expenditures</b>	<b>\$ 75,953.21</b>
<b>Net Operating Revenue</b>	<b>-\$ 41,996.09</b>
<b>Other Revenue</b>	
Interest Income	3.07
<b>Total Other Revenue</b>	<b>\$ 3.07</b>
<b>Net Other Revenue</b>	<b>\$ 3.07</b>
<b>Net Revenue</b>	<b>-\$ 41,993.02</b>

# Honey Lake Valley Resource Conservation District

## Statement of Financial Position

As of October 31, 2024

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
US - Grants Checking (7921)	272,606.18
US - RCD Checking (7897)	15,898.71
US - RCD Savings (7905)	2,456.62
US - Restricted RCD Savings (7913)	521,790.50
US - WaterMaster Checking (7947)	448,206.77
US - WaterMaster Savings (7954)	37,963.20
<b>Total Bank Accounts</b>	<b>\$ 1,298,921.98</b>
<b>Accounts Receivable</b>	
Accounts Receivable - Other	1,180.80
Accounts Receivable - Watermaster Fund	10,636.25
Grants Receivable	185,729.47
<b>Total Accounts Receivable</b>	<b>\$ 197,546.52</b>
<b>Other Current Assets</b>	
Due from Other Funds	19,790.11
Other Current Assets	0.00
Prepaid Expense	0.00
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$ 19,790.11</b>
<b>Total Current Assets</b>	<b>\$ 1,516,258.61</b>
<b>Fixed Assets</b>	
Vehicles	0.00
<b>Total Fixed Assets</b>	<b>\$ 0.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,516,258.61</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
Accounts Payable (A/P)	402,228.26
<b>Total Accounts Payable</b>	<b>\$ 402,228.26</b>
<b>Credit Cards</b>	
Ramp Card	1,013.26
<b>Total Credit Cards</b>	<b>\$ 1,013.26</b>
<b>Other Current Liabilities</b>	
Deferred Revenue - 120 Days	0.00

Deferred Revenue - Advance		0.00
Deferred Revenue DWR - IRWMP Round 2		521,790.50
Deferred Revenue DWR Old Channel Grant		0.00
Deferred Revenue NACD TA2022		0.00
Deferred Revenue PBA		0.00
Deferred Revenue USFS Post Fire		0.00
<b>Total Deferred Revenue - Advance</b>	<b>\$</b>	<b>521,790.50</b>
Deferred Revenue - Retention		17,323.57
Due to Other Funds		19,790.11
Payroll Clearing		17,625.27
Unpaid Payroll - Both		0.00
<b>Total Other Current Liabilities</b>	<b>\$</b>	<b>576,529.45</b>
<b>Total Current Liabilities</b>	<b>\$</b>	<b>979,770.97</b>
<b>Total Liabilities</b>	<b>\$</b>	<b>979,770.97</b>
<b>Equity</b>		
Opening Balance Equity		324,921.03
Restricted Opening Equity		0.00
Retained Earnings		-61,736.56
Net Revenue		273,303.17
<b>Total Equity</b>	<b>\$</b>	<b>536,487.64</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$</b>	<b>1,516,258.61</b>

Monday, Nov 18, 2024 09:50:21 AM GMT-8 - Accrual Basis

**Compensated Absences - As of 10/21/24**

Vacation	\$	5,005.32
Sick	\$	6,871.00
Comp Time	\$	262.60
	<b>\$</b>	<b>12,138.92</b>

## Honey Lake Valley Resource Conservation District

### Statement of Activity by Class

July 1 - November 18, 2024

	BLM GNA	CalFire FMP	DOC Riparian	General Fund	General Fund - Old Channel	Total General Fund	IRWMP Round 1	IRWMP Round 2	KAB	Modoc SNC 966	NACD TA2022	NRCS Equity	Old Channel Grant	PBA	USFS Post Fire	Watermaste r Fund	Work Force	TOTAL	
<b>Revenue</b>																			
Apportionments						0.00										-4,352.54		-4,352.54	
Grant Proceeds		4,721.29	91,470.63			0.00	1,125.00		2,883.12	4,267.03		3,406.30	397,000.00	224.10	28,648.71			533,746.18	
Watermasters						0.00												0.00	
Apportionments						0.00										4,352.54		4,352.54	
Direct Billing						0.00										31,074.00		31,074.00	
<b>Total Watermasters</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 35,426.54</b>	<b>\$ 0.00</b>	<b>\$ 35,426.54</b>	
<b>Total Revenue</b>	<b>\$ 0.00</b>	<b>\$ 4,721.29</b>	<b>\$ 91,470.63</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 1,125.00</b>	<b>\$ 0.00</b>	<b>\$ 2,883.12</b>	<b>\$ 4,267.03</b>	<b>\$ 0.00</b>	<b>\$ 3,406.30</b>	<b>\$ 397,000.00</b>	<b>\$ 224.10</b>	<b>\$ 28,648.71</b>	<b>\$ 31,074.00</b>	<b>\$ 0.00</b>	<b>\$ 564,820.18</b>	
<b>Gross Profit</b>	<b>\$ 0.00</b>	<b>\$ 4,721.29</b>	<b>\$ 91,470.63</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 1,125.00</b>	<b>\$ 0.00</b>	<b>\$ 2,883.12</b>	<b>\$ 4,267.03</b>	<b>\$ 0.00</b>	<b>\$ 3,406.30</b>	<b>\$ 397,000.00</b>	<b>\$ 224.10</b>	<b>\$ 28,648.71</b>	<b>\$ 31,074.00</b>	<b>\$ 0.00</b>	<b>\$ 564,820.18</b>	
<b>Expenditures</b>																			
Bank Charges & Fees				418.13		418.13										418.13		836.26	
Car & Truck				55.76		55.76				104.76					335.47			495.99	
Contractors			5,300.85			0.00					1,303.01		26,906.96		43,908.08	23.61		77,442.51	
Employee Reimbursement						0.00				43.49								43.49	
Equipment				220.02		220.02										219.99		440.01	
Facilities						0.00												0.00	
Rent & Lease				600.00		600.00									2,000.00	600.00		3,200.00	
Utilities				219.95		219.95									386.24	219.95		826.14	
<b>Total Facilities</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 819.95</b>	<b>\$ 0.00</b>	<b>\$ 819.95</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 2,386.24</b>	<b>\$ 819.95</b>	<b>\$ 0.00</b>	<b>\$ 4,026.14</b>	
Grant Expenditures			61,072.00	10.00		10.00			2,354.62	1,632.53		672.16		321.75	26,475.28		275.00	92,813.34	
Insurance				7,033.81		7,033.81									3,619.00	10,490.04		21,142.85	
Job Supplies		19.47				0.00								16.23	43.36	6,480.05		6,559.11	
Legal & Professional Services				2,933.12	9,985.50	12,918.62										2,933.13		15,851.75	
Meals & Entertainment				126.18		126.18			528.50									654.68	
Membership Dues				1,541.00		1,541.00										418.50		1,959.50	
Office Supplies & Software				1,621.50		1,621.50						20.95			477.75	1,818.66		3,938.86	
Payroll						0.00												0.00	
Payroll Taxes	19.53	18.87	246.07	666.19		666.19	43.02	28.36		276.31	65.25	192.83	136.03	221.21	1,912.18	2,366.12	13.24	6,205.21	
Payroll Wages	255.22	246.70	3,255.19	9,103.72		9,103.72	572.21	378.68		3,622.08	860.03	2,556.59	1,814.27	2,917.84	25,183.52	30,107.63	173.10	81,046.78	
<b>Total Payroll</b>	<b>\$ 274.75</b>	<b>\$ 265.57</b>	<b>\$ 3,501.26</b>	<b>\$ 9,769.91</b>	<b>\$ 0.00</b>	<b>\$ 9,769.91</b>	<b>\$ 615.23</b>	<b>\$ 407.04</b>	<b>\$ 0.00</b>	<b>\$ 3,898.39</b>	<b>\$ 925.28</b>	<b>\$ 2,749.42</b>	<b>\$ 1,950.30</b>	<b>\$ 3,139.05</b>	<b>\$ 27,095.70</b>	<b>\$ 32,473.75</b>	<b>\$ 186.34</b>	<b>\$ 87,251.99</b>	
Payroll Platform Expenses				572.83		572.83										572.87		1,145.70	
Rent						0.00									600.00	600.00		1,200.00	
Taxes & Licenses						0.00										23.00		23.00	
Telecommunications				421.88		421.88									231.92	376.90		1,030.70	
WM Gas						0.00										1,750.49		1,750.49	
WM Vehicle Service/Repair						0.00										909.08		909.08	
<b>Total Expenditures</b>	<b>\$ 274.75</b>	<b>\$ 285.04</b>	<b>\$ 69,874.11</b>	<b>\$ 25,544.09</b>	<b>\$ 9,985.50</b>	<b>\$ 35,529.59</b>	<b>\$ 615.23</b>	<b>\$ 407.04</b>	<b>\$ 2,883.12</b>	<b>\$ 5,679.17</b>	<b>\$ 2,228.29</b>	<b>\$ 3,442.53</b>	<b>\$ 28,857.26</b>	<b>\$ 3,477.03</b>	<b>\$ 105,172.80</b>	<b>\$ 60,328.15</b>	<b>\$ 461.34</b>	<b>\$ 319,515.45</b>	
<b>Net Operating Revenue</b>	<b>-\$ 274.75</b>	<b>\$ 4,436.25</b>	<b>\$ 21,596.52</b>	<b>-\$ 25,544.09</b>	<b>-\$ 9,985.50</b>	<b>-\$ 35,529.59</b>	<b>\$ 509.77</b>	<b>-\$ 407.04</b>	<b>\$ 0.00</b>	<b>-\$ 1,412.14</b>	<b>-\$ 2,228.29</b>	<b>-\$ 36.23</b>	<b>\$ 368,142.74</b>	<b>-\$ 3,252.93</b>	<b>-\$ 76,524.09</b>	<b>-\$ 29,254.15</b>	<b>-\$ 461.34</b>	<b>\$ 245,304.73</b>	
<b>Other Revenue</b>																			
Interest Income				0.72		0.72										11.47		12.19	
<b>Total Other Revenue</b>				<b>\$ 0.72</b>		<b>\$ 0.72</b>										<b>\$ 11.47</b>		<b>\$ 12.19</b>	
<b>Net Other Revenue</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.72</b>	<b>\$ 0.00</b>	<b>\$ 0.72</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 11.47</b>	<b>\$ 0.00</b>	<b>\$ 12.19</b>	
<b>Net Revenue</b>	<b>-\$ 274.75</b>	<b>\$ 4,436.25</b>	<b>\$ 21,596.52</b>	<b>-\$ 25,543.37</b>	<b>-\$ 9,985.50</b>	<b>-\$ 35,528.87</b>	<b>\$ 509.77</b>	<b>-\$ 407.04</b>	<b>\$ 0.00</b>	<b>-\$ 1,412.14</b>	<b>-\$ 2,228.29</b>	<b>-\$ 36.23</b>	<b>\$ 368,142.74</b>	<b>-\$ 3,252.93</b>	<b>-\$ 76,524.09</b>	<b>-\$ 29,242.68</b>	<b>-\$ 461.34</b>	<b>\$ 245,316.92</b>	

**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 2 – Special Provisions**

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**SPECIAL PROVISIONS**

Modify Risk Allocation Section as follows:

Insurance Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If J-U-B maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

See attached Certificate of Insurance.

Modify Additional Inured Status Section as follows:

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of J-U-B including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the J-U-B's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Modify Primary Coverage Section as follows:

For any claims related to this contract, J-U-B's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the J-U-B's insurance and shall not contribute with it.

Modify Notice of Cancellation Section as follows:

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Modify Self Insured Retentions Section as follows:

Self-insured retentions must be declared to and approved by the District. The District may require the J-U-B to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

Modify Acceptability of Insurers Section as follows:

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Modify Claims Made Policies as follows:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Modify Verification of Coverage Section as follows:

J-U-B shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive J-U-B's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Delete the following of Successors and Assigns Section:

No third-party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third-party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

Delete Cyber Insurance Section:

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident."

Modify Indemnification Section as follows:

In addition to any other limits of indemnification agreed to between the Parties pursuant to California Civil Code §2782, J-U-B agrees to hold harmless, indemnify, including the cost to defend, the District its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of J-U-B and its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the District; and does not apply to any passive negligence of the Public Entity unless caused at least in part by J-U-B. The J-U-B agrees that in no event shall the cost to defend charged to J-U-B exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.



# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 49-24-024  
J-U-B Project Manager: Mike Wilhelm

This Agreement entered into and effective this 23rd day of October 2024, between Honey Lake Valley RCD, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: Bidding and Construction Services for Madeline and Ravendale Water System Improvements hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1.	Name	<u>Kelsey Siemer</u>	Work telephone	<u>530-260-0067</u>
	Address	<u>170 Russell Avenue, Suite C</u>	Home/cell phone	<u></u>
		<u>Susanville, CA 96130</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u></u>

#### For J-U-B:

1.	Name	<u>Ben W. Volk, PE</u>	Work telephone	<u>775-437-9328</u>
	Address	<u>5190 Neil Rd, Ste 500</u>	Cell phone	<u>509-521-6249</u>
		<u>Reno, NV 89502</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bvolk@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.



**SERVICES TO BE PERFORMED BY J-U-B ("Services")**

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: \_\_\_\_\_

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:  
Honey Lake Valley RCD**

**J-U-B ENGINEERS, Inc.:  
5190 Neil Rd, Ste 500**

NAME  
**170 Russell Avenue, Suite C**

STREET  
**Reno, NV 89502**

STREET  
**Susanville, CA 96130**

CITY / STATE / ZIP CODE  
*Ben W. Volk*

CITY / STATE / ZIP CODE

BY (Signature)  
**Ben W. Volk, PE / Lead Program Manager**

BY (Signature)  
**Kelsey Siemer / District Manager**

NAME / TITLE

NAME / TITLE

- Applicable Attachments or Exhibits to this Agreement are indicated as marked.*  **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Construction Phase Services

BY (Signature)

ADDITIONAL NAME / TITLE

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

# J-U-B ENGINEERS, Inc.

## TERMS AND CONDITIONS

### GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

### REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

### CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

### OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

### TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

### TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

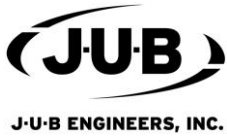
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Madeline & Ravendale Water System Improvements – Bidding & Construction Services

**CLIENT:** Honey Lake Valley RCD

**J-U-B PROJECT NUMBER:** 49-24-024

**CLIENT PROJECT NUMBER:** 4600015403

**ATTACHMENT TO:**

- AGREEMENT DATED:** Click or tap to enter a date.; **or**  
 **AUTHORIZATION FOR CONTRACT AMENDMENT #X;** **DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Improvements and repairs needed for the water systems for the communities of Ravendale and Madeline in Lassen County were identified in a prior planning project.

This project will complete necessary environmental clearances and permitting prior to installation of upgrades to these systems, which will enhance fire safety for the communities as well as improving access to safe and reliable water. Neither community has a high-capacity fill-up for fire trucks, which greatly increases the risk for the entire community from residential and wildfires.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 100: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend up to 2 client meetings in Susanville to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

**B. Task 200: Permitting Coordination**

1. Subtask 201: CEQA Documentation Preparation Support

- a. J-U-B will support Honey Lake Valley Resource Conservation District (HLVRCD) in preparation of the California Environmental Quality Act (CEQA) document. It is anticipated that a Notice of Exemption (NOE) or Categorical Exclusion (CatEX) will be issued for the project.
  - b. Assumptions:
    - i. HLVRCD will be the lead agency in CEQA document preparation.
    - ii. Permit applications and permit application support not listed above is covered in a separate scope.
  - c. A CEQA CatEx or NOE will be issued for the project.
2. Subtask 202: Lassen County Permitting
- a. J-U-B will support Honey Lake Valley Resource Conservation District (HLVRCD) in preparation of Lassen County permits.
  - b. Local permits will be obtained as necessary including a Grading Permit and Road Cut Permits from Lassen County.
  - c. Assumptions:
    - i. HLVRCD will be the lead agency in Lassen County permit document preparation.
    - ii. Permit applications and permit application support not listed above is covered in a separate scope.
3. Subtask 203: Caltrans Permitting
- a. J-U-B will support Honey Lake Valley Resource Conservation District (HLVRCD) in preparation of Caltrans permits. A Caltrans permit will be obtained as necessary for the jack and bore work under US 395 in Ravendale.
  - b. Assumptions:
    - i. HLVRCD will be the lead agency in Caltrans permit document preparation.
    - ii. Permit applications and permit application support not listed above is covered in a separate scope.
    - iii. Traffic Control Plans are not included, based on negligible impacts expected due to the low volumes of local traffic.
4. Subtask 204: Other Permits
- a. An NPDES (Project) will not be required. The project will disturb less than 1 acre.
  - b. SWPPP – The contractor will be required to submit a Stormwater Pollution Prevention Plan (SWPPP) as part of the submittal process.
5. Deliverables:
- a. Completed CEQA documents as required including written notification from the State of the concurrence with the Lead Agency's (HLVRCD) CEQA documents and the State's notice of verification of environmental permit submittal.
  - b. CEQA Legal Challenges Letter
  - c. Monitoring Plan (Project)
  - d. SWPPP from Contractor
  - e. Grading Permit (If required)
  - f. Road Cut Permit (If required)
  - g. Caltrans Permit.

**C. Task 300: Bidding and Award Phase Services**

- 1. Prepare a bid advertisement for CLIENT to publish.
- 2. Prepare electronic Bidding Documents for distribution to potential bidders through Quest CDN. We have assumed that Ravendale and Madeline plans will be combined and issued for bid as one package.
- 3. Hard copies of the Bidding Documents will only be prepared for CLIENT and agencies.
- 4. Email potential bidders to notify them of the project advertisement.

5. It is assumed that the CLIENT will pursue competitive bidding without pre-qualifying bidders. If pre-qualification of bidders is deemed necessary by CLIENT, the pre-qualification effort shall constitute an Additional Service.
6. Maintain a bidder's list throughout the bidding period.
7. Receive and answer questions from bidders arising during the bidding period. A 21-day bidding period is assumed for this project.
8. Prepare and issue addenda as necessary to clarify or amend provisions in the Bidding Documents. A total of three addenda are assumed for budgeting purposes.
9. Conduct a pre-bid conference at the project site. Questions arising from the pre-bid conference will be addressed through an addendum as necessary.
10. Assist the CLIENT at a bid opening at the CLIENT's Susanville office. Review the bids received for general conformance with the bid requirements.
11. Prepare a summary letter of the bid results for CLIENT's and CLIENT's legal counsel review. Discuss the bids and available budget with CLIENT. Based on CLIENT input, prepare draft award documents for CLIENT's use in making a formal award to the successful bidder. In the event all bids are rejected, and CLIENT decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and / or rebidding shall be considered an Additional Service.

#### **D. Task 400: Construction Phase Services**

1. Subtask 401: Construction Management
  - a. Provide Construction Phase Services as outline in Exhibit A.
  - a. Assumptions:
    - i. All construction support will follow the Bid and Award phase.
  - b. Deliverables:
    - i. As noted in Exhibit A.
  - c. Archive paper and electronic files and records.
  - d. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
  - e. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
  - f. Assumptions:
    - i. Preconstruction meeting will be held on site.
    - ii. J-U-B will provide a Resident Project Representative for a period of 15 working days at 10 hours per day plus 6 hours a day for drive time.
    - iii. Project Manager will visit the site once a week (3 visits) for 4 hours each visit plus 6 hours of drive time for weekly construction progress meetings.
    - iv. Contractor is responsible for QC. J-U-B reserves the right to hire independent QA at Contractor's expense if necessary.
2. Subtask 402: Project Closeout
  - a. Prepare one set of record drawings and transmit them to the CLIENT.
    - i. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
    - ii. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
    - iii. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
  - b. Archive paper and electronic files and records.

- c. Communicate the project completion to CLIENT.
- d. Close financial billing and accounting records in J-U-B's financial and record-keeping systems

**E. Task 500: Reimbursable Expenses**

1. Reimbursable expenses will include only mileage per funding agency requirements. CLIENT will obtain authorization from funding agency for mileage driven outside the CLIENT's service area.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

**A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Grant Administration (J-U-B will aid in this process, but the grant administration is ultimately the responsibility of HLVRCD)
2. Community Participation Lead
3. Legal Services

**B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Additional Permitting
2. Easement preparation

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

**A.** CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
  - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
  - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

**C.** CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

**D.** The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Management	Time and Materials (Estimated Amount Shown)	\$8,700	Concurrent with work progress
200	Permitting Coordination	Time and Materials (Estimated Amount Shown)	\$11,800	Nov 2024 - Jan 2025
300	Bidding and Award Phase Services	Time and Materials (Estimated Amount Shown)	\$12,700	Feb 2025 - Mar 2025
400	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$58,900	April 2025
500	Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	\$5,100	Concurrent with work progress
<b>Total:</b>			<b>\$97,200</b>	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

**Exhibit(s):**

- Standard Exhibit A: Construction Phase Services
- Exhibit B: 2024 Rate Table

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): California

TYPE OF WORK: State

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)





**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Standard Exhibit A – Construction Phase Services**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

*Construction Phase*

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes      1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
  
- Yes      2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



**HELPING EACH OTHER**  
CREATE BETTER COMMUNITIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

J-U-B FAMILY OF COMPANIES

**Exhibit B**  
**J-U-B Engineers**  
**Fee Schedule July 2024**

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal / Program Manager	\$240-\$299
Project Engineer – Senior/Discipline Lead	\$211-\$277
Project Manager	\$215-\$231
Project Engineer	\$180-\$210
Project Designer	\$141-\$172
CAD Designer	\$136-\$176
Environmental Specialist Lead/Senior	\$175-\$230
Environmental Scientist	\$103-\$155
Survey PLS – Senior/Discipline Lead	\$215-\$243
Survey PLS - Lead	\$170-\$198
Survey Technician – Lead/Senior	\$129-\$162
Assistant Surveyor	\$120-\$150
Assistant Designer/Intern	\$91-\$120
Survey Technician	\$97-\$129
Project Accountant	\$93-\$129
Administrative Assistant	\$63-\$90

- 1) Rates subject to change on a yearly basis.
- 2) Mileage and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.

**POLICY TITLE: Grant and Agreement Authority**  
**POLICY NUMBER: 3155**

**3155** The Honey Lake Valley RCD delivers many of its services through external grants and agreements. As such, a policy is needed for the efficient delivery of services to the community through these grants and agreements. The purpose of this policy is to establish the District’s authority to submit applications or proposals and execute grants and/or agreements. This policy applies to all grants and/or agreements to which the District is a party or that create an obligation on the District.

**3155.1** The Board of Directors (Board), through the Chair of the Board, has the definitive authority to submit applications/proposals and execute all grants or agreements on behalf of the District. The Board is authorized to delegate this signatory authority to others in the organization.

**3155.2** The Board, through the Chair of the Board, may delegate in writing to the District Manager the signatory authority to submit applications or proposals and/or be the signatory on grants and agreements on behalf of the Honey Lake Valley RCD, including their modifications, unless the proponent requires a higher level signatory.

**3155.3** The following chart identifies the authority that may be delegated to the District Manager in writing.

Potential Total Value*	Submit Application/Proposal	Execute Grant/Agreement
< \$25,000	DM	DM-prior Board approval
≥ \$25,000 to < \$100,000	DM	DM-prior Board approval
≥ \$100,000	DM	DM-prior Board approval
*-Potential Total Value is the sum of all funds being requested + cost share amount		
DM = District Manager		

**3155.4** A person with delegated authority must not sign any document or obligate the District to a grant or agreement in which they may have a significant personal interest preventing objective analysis or may receive a personal advantage or benefit.

## Draft Section II. Personnel Subsections, Numbering, and Current Policy Assignment

### A. DRAFT SUBSECTIONS

*(Note: Policy was approved 06/25/2014 if there's no date following the policy title)*

#### Section II. Personnel

- 2000 Employment, Status Changes, and Performance
- 2100 Pay Administration
- 2200 Work Schedules and Attendance
- 2300 Absences and Leave
- 2400 Personnel Relations
- 2500 Health and Safety

### B. DRAFT ASSIGNMENT of CURRENT POLICIES to NEW SUBSECTIONS

#### 2000 – Employment, Status Changes, and Performance

- 2000 Executive Officer
- 2003 Employee Status (05/23/2024)
- 2005 Position Descriptions (04/25/2024)
- 2006 Employment History (amd 08/24/2016)
- 2009 Performance Evaluation – District Manager
- 2010 Performance Evaluations (amd 01/24/2018)
- 2011 Individual Development Plan (amd 01/24/2018)
- 2032 Employee Records
- 2035 Employee References
- 2038 Employee Information/Emergency Data (amd 05/2018)
- 2061 Professional Licenses and/or Certifications
- 2077 Long Term Volunteers (02/22/2017)
- 2078 Short Term Volunteers (02/22/2017)
- 2079 Volunteer Personnel Workers' Compensation Insurance
- 2082 Outside Employment
- 2085: Notifications of Reductions in the Work Force
- 2088: Unemployment Insurance
- 2100: Nepotism
- 2110: Job Posting – Application Period
- 2120: Entry Level Positions
- 2130: Selection Process

- 2140: Selection Process – Non-Entry Level Job Openings – Outside Applicants
- 2200: Separation from Employment
- 2210: Confidentiality Regarding Resignations
- 2350 Employee Promotion
- 2355 Demotion – Nondisciplinary
- 2951 Administrative and Supervisory Personnel (08/24/2016)
  
- 2100 – Pay Administration
  - 2049 Personal Vehicle Usage
  - 2055 Employee Seminar Attendance and Continuing Education
  - 2058 Compensation for Meetings and Travel (amd 05/2018)
  - 2300 Pay Periods
  - 2305 Time Keeping – Time Records
  - 2320 Wage Garnishments
  - 2325 Payroll Deductions of Salaried Employees
  - 2330 Compensation (amd 04/27/2023)(amd 07/27/2023)
  - 2335 Payroll Deductions
  - 2340 Paycheck Direct Deposit (amd 10/26/2016)
  - 2345 Temporary Reclassifications
  - 2440 Emergency Work and Call Out Pay (08/24/2023)
  
- 2200 – Work Schedules and Attendance
  - 2310 Rest and Meal Periods
  - 2400 Work Schedules and Overtime (amd 07/27/2023)
  - 2415 Telework Program (08/25/2022)
  - 2420 Salaried Personnel
  - 2430 Requirements for Reporting to Work
  
- 2300 – Absences and Leave
  - 2240 Termination During Leave of Absence
  - 2500 Vacations (amd 10/10/2020)
  - 2505 Paid Holidays (amd 07/27/2023; 08/24/2023)
  - 2510 Authorized Leave
  - 2515 Unauthorized Absence
  - 2520 Sick Leave (amd 01/23/2021)
  - 2525 Family and Medical Leave
  - 2530: Pregnancy Disability Leave
  - 2535 Military Leave
  - 2540 Bereavement Leave

- 2545 Workers' Compensation Leave
- 2550 Leave for Victims and Family
- 2553 Catastrophic Time Bank
- 2555 Time Off for Children – School Activities
- 2560 Time Off to Vote
- 2565 Jury Duty
- 2570 Subpoena Responsibilities
  
- 2400 – Personnel Relations
  - 2016 Customer Relations
  - 2019 Use of and Responsibility of Employer Property
  - 2022 Housekeeping
  - 2025 Personal Possessions in the Workplace
  - 2028 Dress Code and Personal Standards
  - 2048 District Vehicle Use (02/22/2017)
  - 2050 Mobile Phone Usage While Driving (06/23/2022)
  - 2052 Employee Usage of Tools and Equipment
  - 2064 Employee Assistance During Response to Emergency Situations
  - 2067 Grievance Procedure
  - 2071 Political Activity on District Facilities or Work Time
  - 2076 Gift Acceptance Guidelines
  - 2220 Disciplinary Action
  - 2230 Letters of Recommendation
  - 2610 Tobacco Use
  - 2615 Smoke-Free Workplace
  - 2620 Drug-Free Workplace (amd 06/23/2022)
  - 2700 Internet, Email, & Electronics Communication Ethics, Usage and Security Ethics (amd 2017, 07/25/2024)
  - 2800 Equal Opportunity
  - 2810 Non-Discriminatory Statement (02/22/2017)
  - 2815 Immigration Law Compliance
  - 2825 Sexual Harassment
  - 2826 Harassment Discrimination and Retaliation Prevention (renumbered from 3155 on 08/24/2023)
  - 2827 Workplace Violence Prevention (05/23/2024)
  - 2953 Civil and Legal Rights (08/24/2016)
  
- 2500 – Health and Safety
  - 2064 Employee Assistance During Response to Emergency Situations

2079 Work-Related Injuries  
2545 Employee Safety



## MEMO

To: CARCD Member Districts  
From: CARCD Policy Committee  
Date: October 3, 2024  
Re: **Transmittal of proposed resolutions**

Member RCDs:

Attached are six proposed resolutions that CARCD received from member districts. These items will be considered during the upcoming general membership meeting which will be held during the CARCD conference in December 2024.

Comments may be submitted to the Policy Committee. Please send them to Taylor Stubblefield at [taylor-stubblefield@carcd.org](mailto:taylor-stubblefield@carcd.org). However, amendments may only be proposed during the membership meeting.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
RESOURCE CONSERVATION DISTRICT of THE SANTA MONICA MOUNTAINS**

REQUESTING RE-ESTABLISHMENT OF STANDING COMMITTEES

EDUCATION ISSUE COMMITTEE

**WHEREAS**, Resource Conservation Districts (RCDs) are authorized by Division 9 of the Public Resources Codes, under section 9419 (a-d) to develop educational programs for youth and adults; and

**WHEREAS**, the California Association of Resource Conservation Districts (CARCD) Bylaws, Article 1. General Provisions, Section 3. Purposes, the Association has the purposes for which it is authorized under Division 9 of the Public Resources Code of the State of California. As such, the Association is instrumental to member Districts in carrying out conservation of the natural resources and soil and water policies of the State of California, insofar as those functions have been delegated to the Districts by statute; and

**WHEREAS**, up until 2018, CARCD listed *Education* as one of their issue-based committees in Article VIII, Section 1, Committees (2015); and

**WHEREAS**, RCDs throughout the state want a committee to work on conservation education programs, including but not limited to, *the Envirothon program, the annual Speak-Off contest, the California Naturalist, Climate Stewards programs*, and grants to support the mission of RCDs for public conservation education.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of the Resource Conservation District of the Santa Monica Mountains directs the following actions:

- a. The CARCD Policy Committee direct the Bylaws Ad Hoc Committee to add *Education* as an issue committee to the proposed bylaws currently being revised;
- b. Following the 2018 Bylaws, Article X Resolution, Sections 1-5 for consideration of this resolution at the 2024 Annual Business Meeting.

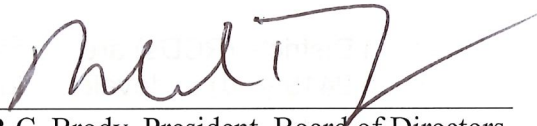
**PASSED, APPROVED AND ADOPTED** this 27 day of August, 2024.

By: , President

ATTEST:

By: , Secretary to the Board



Approved by:   
R.C. Brody, President, Board of Directors

Date: 8/27/2024

President Rick Gomez  
Mary Scheid  
Rickgomez email  
[mary-scheid@carcd.org](mailto:mary-scheid@carcd.org)

August 27, 2024

Dear President Gomez and Ms. Scheid:

The Loma Prieta Resource Conservation District (RCD), Riverside-Corona RCD, San Jacinto Basin RCD, and San Joaquin County RCD have each executed a Resolution Authorizing the Board President to Submit proposed resolutions to the California Association of Resource Conservation Districts' Policy Committee for consideration at the 2024 CARCD Annual General Membership Meeting or as an Emergency Resolution.

Respectfully,

DocuSigned by:



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Peter Van Dyke  
President,  
Loma Prieta Resource Conservation District

Signed by:



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Carl Pongs  
President,  
Riverside-Corona Resource Conservation District

Signed by:



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Dr. Roy Mason  
President,  
San Jacinto Basin Resource Conservation District

Signed by:



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Richard Rodriguez  
President,  
San Joaquin County Resource Conservation District

Cc:

Julie Gantenbein, [jgantenbein@waterpowerlaw.com](mailto:jgantenbein@waterpowerlaw.com)

Attachments:

- Attachment 1 – Loma Prieta Resource Conservation District Resolutions
- Attachment 2 – Riverside-Corona Resource Conservation District Resolutions
- Attachment 3 – San Jacinto Basin Resource Conservation District Resolutions
- Attachment 4 – San Joaquin County Resource Conservation District Resolutions

**Attachment 1**

**Resolution of the Loma Prieta RCD Board of Directors Authorizing the Board President to Submit Attached Resolutions to the California Association of Resource Conservation Districts' Policy Committee for Consideration at the 2024 CARCD Annual General Membership Meeting or as an Emergency Resolution**

WHEREAS, the Loma Prieta Resource Conservation District (LPRCD) is a member of the California Association of Resource Conservation Districts (CARCD), an association organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, CARCD is holding its annual general membership meeting for members in December 2024, and its members will consider resolutions for adoption at that time; and


WHEREAS, resolutions for consideration by CARCD members must be submitted to the CARCD Policy Committee no later than September 1, 2024 in order to be considered at the 2024 annual general membership meeting; and

WHEREAS, there are five (5) resolutions attached to this Resolution which the LPRCD Board of Directors believes need to be considered and adopted by CARCD membership in order to restore association transparency, accountability, and compliance with the bylaws by CARCD's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the LPRCD Board of Directors does hereby direct the Board President or their designee to submit the attached resolutions, to be finalized by the Executive Director prior to submittal, to the CARCD Policy Committee for Consideration at its 2024 Annual General Membership Meeting.

**PASSED, APPROVED AND ADOPTED** this 14th day of August, 2024.

By:   
Peter Van Dyke (Aug 23, 2024 14:43 PDT)  
Peter Van Dyke, President

ATTEST:  
By:   
Sandra Petersen (Aug 23, 2024 15:04 PDT)  
Secretary to the Board

**CERTIFICATION**

I, Sandra Petersen, Secretary to the Board of Directors for the District do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Directors of the District at an adjourned regular meeting thereof held on the 14th day of August, 2024, by the following vote of the Board of Directors for the District.

AYES: 5  
NOES: 0  
ABSTAINED: 0  
ABSENT: 0

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the District this 23rd day of August 2024.

**Resolution 2024-03 (1)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reaffirm Their Duty to Comply with the 2018 Adopted Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of CARCD consistent with the powers and purposes of CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, it has been determined that the CARCD Officers and Board of Directors have not been operating in compliance with the CARCD bylaws adopted by its Member RCDs in 2018.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reaffirm their duty to comply with the 2018 adopted bylaws and immediately take action to do so.

**Resolution 2024-03 (2)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Amend the Bylaws to Adopt Open Meeting Requirements Consistent with the Brown Act**

WHEREAS, the California Association of Resource Conservation Districts (Association) Bylaws (Article I, Section 3, "Purposes") state that "the Association has the purposes for which it is authorized under Division 9 of the Public Resources Code of the State of California. As such, the Association is an instrumentality of member districts in carrying out the natural resources and soil and water policies of the State of California, insofar as those functions have been delegated to the districts by statute; and

WHEREAS, the Brown Act requires that a "board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity" must comply with the open meeting requirements if that entity either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency. (Cal. Gov. Code, § 54952, subds. (c)(1)–(c)(1)(B).)

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to amend the Bylaws to adopt open meeting requirements consistent with the Brown Act, and to ensure that CARCD Board of Directors and committees comply with these requirements.

**Resolution 2024-03 (3)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reconvene the Policy Committee in Accordance with the Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The current Bylaws state "There shall also be a Policy Committee, which is responsible for prioritizing and managing all legislative and CARCD policy issues that may affect RCDs, including but not limited to reviewing and making recommendations on proposed resolutions or protests at the annual meeting";

WHEREAS, the CARCD has not convened the Policy Committee to perform the duties and responsibilities set forth in the Bylaws.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reconvene the Policy Committee in accordance with the 2018 Adopted Bylaws within 14 days of the final day of the 2024 annual conference.

## **Resolution 2024-03(4)**

### **A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Establish and Convene a Standing Finance Committee**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The Bylaws establish five (5) Standing Committees: Nominating, Policy, Forestry, Land and Soil, and Water; and

WHEREAS, Per the Bylaws the CARCD Board may establish other standing committees and define their functions; and

WHEREAS, there is a fiduciary duty and need for a Standing Finance Committee for the purposes of:

- Developing and Managing an Operating Budget;
- Establishing Financial Goals and Objectives;
- Presenting Financial Goals to Board of Directors;
- Establishing and Managing Funding Strategies;
- Complying with Federal, State, and Local Reporting Requirements

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. The CARCD Policy Committee be requested to determine if there is already an established Standing Finance Committee at CARCD and if so, initiate the process to solicit and appoint RCD members from throughout the state to sit on the committee to develop policies and procedures for all CARCD related financial matters; or
- b. If there is no Standing Finance Committee already established, then CARCD follow the procedures in the Bylaws to create said committee and appoint RCD members to it who have a demonstrated interest, knowledge and expertise in the financial management of nonprofits.



**Resolution 2024-03 (5)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Rescind and Reconsider Board Action to Change the Dues Structure for FY 24-25**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, on July 3, 2024, CARCD Accounting issued notice to the membership of changes to the dues structure and process for FY 24-25;

WHEREAS, such notice did not disclose the decisional authority or the approval process for such changes; and

WHEREAS, said action was taken without appropriate notice to and opportunity for discussion by the RCD members; and

WHEREAS, the new dues structure may be a financial burden upon a number of existing RCD members.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. Direct the CARCD Board of Directors to rescind previous action by the Board to change the membership dues structure and process for the current fiscal year; and
- b. Direct the CARCD Board of Directors refer the issue of membership dues and process to the Policy Committee for review and recommendation; and
- c. Direct the CARCD Board of Directors to require the Policy Committee to solicit feedback from ALL RCDs, regardless of membership status, regarding the fee structure and process before making its recommendation back to the CARCD Board of Directors for review and approval.









# 2024-08-22 LPRCD\_FINAL\_ Resolution for Adoption and CARCD resolutions

Final Audit Report

2024-08-23

Created:	2024-08-23
By:	Dina Iden (dina@lomaprietarcd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdHvwqubl0W2frgcR-A8pqEa27IA7QTK

## "2024-08-22 LPRCD\_FINAL\_ Resolution for Adoption and CAR CD resolutions" History

-  Document created by Dina Iden (dina@lomaprietarcd.org)  
2024-08-23 - 9:42:43 PM GMT- IP address: 162.194.121.163
-  Document emailed to Peter Van Dyke (pvd7635@gmail.com) for signature  
2024-08-23 - 9:42:47 PM GMT
-  Document emailed to Sandra Petersen (gilroysandy@mac.com) for signature  
2024-08-23 - 9:42:47 PM GMT
-  Email viewed by Peter Van Dyke (pvd7635@gmail.com)  
2024-08-23 - 9:43:35 PM GMT- IP address: 66.249.84.70
-  Document e-signed by Peter Van Dyke (pvd7635@gmail.com)  
Signature Date: 2024-08-23 - 9:43:47 PM GMT - Time Source: server- IP address: 174.249.147.174
-  Email viewed by Sandra Petersen (gilroysandy@mac.com)  
2024-08-23 - 10:01:54 PM GMT- IP address: 104.28.111.140
-  Document e-signed by Sandra Petersen (gilroysandy@mac.com)  
Signature Date: 2024-08-23 - 10:04:26 PM GMT - Time Source: server- IP address: 47.146.81.137
-  Agreement completed.  
2024-08-23 - 10:04:26 PM GMT

**Attachment 2**

**Resolution of the Riverside-Corona RCD Board of Directors Authorizing the Board President to Submit Attached Resolutions to the California Association of Resource Conservation Districts' Policy Committee for Consideration at the 2024 CARCD Annual General Membership Meeting or as an Emergency Resolution**

WHEREAS, the Riverside-Corona Resource Conservation District (RCRCD) is a member of the California Association of Resource Conservation Districts (CARCD), an association organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, CARCD is holding its annual general membership meeting for members in December 2024, and its members will consider resolutions for adoption at that time; and

WHEREAS, resolutions for consideration by CARCD members must be submitted to the CARCD Policy Committee no later than September 1, 2024 in order to be considered at the 2024 annual general membership meeting; and

WHEREAS, there are five (5) resolutions attached to this Resolution which the RCRCD Board of Directors believes need to be considered and adopted by CARCD membership in order to restore association transparency, accountability, and compliance with the bylaws by CARCD's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the RCRCD Board of Directors does hereby direct the Board President or their designee to submit the attached resolutions, to be finalized by the District Manager prior to submittal, to the CARCD Policy Committee for Consideration at its 2024 Annual General Membership Meeting.

**PASSED, APPROVED AND ADOPTED** this 20th day of August, 2024.

By: 

Carl Pongs, President

ATTEST:  
By:   
Secretary to the Board

**CERTIFICATION**

I, Shelli Lamb, Secretary to the Board of Directors for the District do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Directors of the District at an adjourned regular meeting thereof held on the 20th day of August, 2024, by the following vote of the Board of Directors for the District.

AYES: Matias, Pongs, Stein

NOES: None

ABSTAINED: None

ABSENT: Bartels

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the District this 20th day of August 2024.

**Resolution 2024-08 (1)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reaffirm Their Duty to Comply with the 2018 Adopted Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of CARCD consistent with the powers and purposes of CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, it has been determined that the CARCD Officers and Board of Directors have not been operating in compliance with the CARCD bylaws adopted by its Member RCDs in 2018.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reaffirm their duty to comply with the 2018 adopted bylaws and immediately take action to do so.

**Resolution 2024-08 (2)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Amend the Bylaws to Adopt Open Meeting Requirements Consistent with the Brown Act**

WHEREAS, the California Association of Resource Conservation Districts (Association) Bylaws (Article I, Section 3, "Purposes") state that "the Association has the purposes for which it is authorized under Division 9 of the Public Resources Code of the State of California. As such, the Association is an instrumentality of member districts in carrying out the natural resources and soil and water policies of the State of California, insofar as those functions have been delegated to the districts by statute; and

WHEREAS, the Brown Act requires that a "board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity" must comply with the open meeting requirements if that entity either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency. (Cal. Gov. Code, § 54952, subds. (c)(1)–(c)(1)(B).)

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to amend the Bylaws to adopt open meeting requirements consistent with the Brown Act, and to ensure that CARCD Board of Directors and committees comply with these requirements.

**RESOLUTION 2024-08 (3)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reconvene the Policy Committee in Accordance with the Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The current Bylaws state "There shall also be a Policy Committee, which is responsible for prioritizing and managing all legislative and CARCD policy issues that may affect RCDs, including but not limited to reviewing and making recommendations on proposed resolutions or protests at the annual meeting";

WHEREAS, the CARCD has not convened the Policy Committee to perform the duties and responsibilities set forth in the Bylaws.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reconvene the Policy Committee in accordance with the 2018 Adopted Bylaws within 14 days of the final day of the 2024 annual conference.

## **Resolution 2024-08 (4)**

### **A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Establish and Convene a Standing Finance Committee**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The Bylaws establish five (5) Standing Committees: Nominating, Policy, Forestry, Land and Soil, and Water; and

WHEREAS, Per the Bylaws the CARCD Board may establish other standing committees and define their functions; and

WHEREAS, there is a fiduciary duty and need for a Standing Finance Committee for the purposes of:

- Developing and Managing an Operating Budget;
- Establishing Financial Goals and Objectives;
- Presenting Financial Goals to Board of Directors;
- Establishing and Managing Funding Strategies;
- Complying with Federal, State, and Local Reporting Requirements

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. The CARCD Policy Committee be requested to determine if there is already an established Standing Finance Committee at CARCD and if so, initiate the process to solicit and appoint RCD members from throughout the state to sit on the committee to develop policies and procedures for all CARCD related financial matters; or
- b. If there is no Standing Finance Committee already established, then CARCD follow the procedures in the Bylaws to create said committee and appoint RCD members to it who have a demonstrated interest, knowledge and expertise in the financial management of nonprofits.



**Resolution 2024-08 (5)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Rescind and Reconsider Board Action to Change the Dues Structure for FY 24-25**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, on July 3, 2024, CARCD Accounting issued notice to the membership of changes to the dues structure and process for FY 24-25;

WHEREAS, such notice did not disclose the decisional authority or the approval process for such changes; and

WHEREAS, said action was taken without appropriate notice to and opportunity for discussion by the RCD members; and

WHEREAS, the new dues structure may be a financial burden upon a number of existing RCD members.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. Direct the CARCD Board of Directors to rescind previous action by the Board to change the membership dues structure and process for the current fiscal year; and
- b. Direct the CARCD Board of Directors refer the issue of membership dues and process to the Policy Committee for review and recommendation; and
- c. Direct the CARCD Board of Directors to require the Policy Committee to solicit feedback from ALL RCDs, regardless of membership status, regarding the fee structure and process before making its recommendation back to the CARCD Board of Directors for review and approval.

**Attachment 3**

**Resolution of the San Jacinto Basin RCD Board of Directors Authorizing the Board President to Submit Attached Resolutions to the California Association of Resource Conservation Districts' Policy Committee for Consideration at the 2024 CARCD Annual General Membership Meeting or as an Emergency Resolution**

WHEREAS, the San Jacinto Basin Resource Conservation District (SJBRC D) is a member of the California Association of Resource Conservation Districts (CARCD), an association organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, CARCD is holding its annual general membership meeting for members in December 2024, and its members will consider resolutions for adoption at that time; and

WHEREAS, resolutions for consideration by CARCD members must be submitted to the CARCD Policy Committee no later than September 1, 2024 in order to be considered at the 2024 annual general membership meeting; and

WHEREAS, there are five (5) resolutions attached to this Resolution which the SJBRC D Board of Directors believes need to be considered and adopted by CARCD membership in order to restore association transparency, accountability, and compliance with the bylaws by CARCD's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the SJBRC D Board of Directors does hereby direct the Board President or their designee to submit the attached resolutions, to be finalized by the District Manager prior to submittal, to the CARCD Policy Committee for Consideration at its 2024 Annual General Membership Meeting.

**PASSED, APPROVED AND ADOPTED** this 20th day of August, 2024.

By: Roy Mason (electronic signature)  
Dr. Roy Mason, President

ATTEST:  
By: [Signature]  
Secretary to the Board

**CERTIFICATION**

I, Dr. John Etchart, Secretary to the Board of Directors for the District do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Directors of the District at an adjourned regular meeting thereof held on the 20th day of August, 2024, by the following vote of the Board of Directors for the District.

AYES: 4  
NOES: 0  
ABSTAINED: 0  
ABSENT: 1

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the District this 20th day of August 2024.

**Resolution 2024-08 (1)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reaffirm Their Duty to Comply with the 2018 Adopted Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of CARCD consistent with the powers and purposes of CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, it has been determined that the CARCD Officers and Board of Directors have not been operating in compliance with the CARCD bylaws adopted by its Member RCDs in 2018.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reaffirm their duty to comply with the 2018 adopted bylaws and immediately take action to do so.

**Resolution 2024-08 (2)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Amend the Bylaws to Adopt Open Meeting Requirements Consistent with the Brown Act**

WHEREAS, the California Association of Resource Conservation Districts (Association) Bylaws (Article I, Section 3, "Purposes") state that "the Association has the purposes for which it is authorized under Division 9 of the Public Resources Code of the State of California. As such, the Association is an instrumentality of member districts in carrying out the natural resources and soil and water policies of the State of California, insofar as those functions have been delegated to the districts by statute; and

WHEREAS, the Brown Act requires that a "board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity" must comply with the open meeting requirements if that entity either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency. (Cal. Gov. Code, § 54952, subds. (c)(1)–(c)(1)(B).)

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to amend the Bylaws to adopt open meeting requirements consistent with the Brown Act, and to ensure that CARCD Board of Directors and committees comply with these requirements.

**Resolution 2024-08 (3)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reconvene the Policy Committee in Accordance with the Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The current Bylaws state "There shall also be a Policy Committee, which is responsible for prioritizing and managing all legislative and CARCD policy issues that may affect RCDs, including but not limited to reviewing and making recommendations on proposed resolutions or protests at the annual meeting";

WHEREAS, the CARCD has not convened the Policy Committee to perform the duties and responsibilities set forth in the Bylaws.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reconvene the Policy Committee in accordance with the 2018 Adopted Bylaws within 14 days of the final day of the 2024 annual conference.

## **Resolution 2024-08 (4)**

### **A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Establish and Convene a Standing Finance Committee**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The Bylaws establish five (5) Standing Committees: Nominating, Policy, Forestry, Land and Soil, and Water; and

WHEREAS, Per the Bylaws the CARCD Board may establish other standing committees and define their functions; and

WHEREAS, there is a fiduciary duty and need for a Standing Finance Committee for the purposes of:

- Developing and Managing an Operating Budget;
- Establishing Financial Goals and Objectives;
- Presenting Financial Goals to Board of Directors;
- Establishing and Managing Funding Strategies;
- Complying with Federal, State, and Local Reporting Requirements

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. The CARCD Policy Committee be requested to determine if there is already an established Standing Finance Committee at CARCD and if so, initiate the process to solicit and appoint RCD members from throughout the state to sit on the committee to develop policies and procedures for all CARCD related financial matters; or
- b. If there is no Standing Finance Committee already established, then CARCD follow the procedures in the Bylaws to create said committee and appoint RCD members to it who have a demonstrated interest, knowledge and expertise in the financial management of nonprofits.

**Resolution 2024-08 (5)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Rescind and Reconsider Board Action to Change the Dues Structure for FY 24-25**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, on July 3, 2024, CARCD Accounting issued notice to the membership of changes to the dues structure and process for FY 24-25;

WHEREAS, such notice did not disclose the decisional authority or the approval process for such changes; and

WHEREAS, said action was taken without appropriate notice to and opportunity for discussion by the RCD members; and

WHEREAS, the new dues structure may be a financial burden upon a number of existing RCD members.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. Direct the CARCD Board of Directors to rescind previous action by the Board to change the membership dues structure and process for the current fiscal year; and
- b. Direct the CARCD Board of Directors refer the issue of membership dues and process to the Policy Committee for review and recommendation; and
- c. Direct the CARCD Board of Directors to require the Policy Committee to solicit feedback from ALL RCDs, regardless of membership status, regarding the fee structure and process before making its recommendation back to the CARCD Board of Directors for review and approval.



**Attachment 4**

**Resolution of the San Joaquin County RCD Board of Directors Authorizing the Board President to Submit Attached Resolutions to the California Association of Resource Conservation Districts' Policy Committee for Consideration at the 2024 CARCD Annual General Membership Meeting or as an Emergency Resolution**

WHEREAS, the San Joaquin County Resource Conservation District (SJCRCD) is a member of the California Association of Resource Conservation Districts (CARCD), an association organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, CARCD is holding its annual general membership meeting for members in December 2024, and its members will consider resolutions for adoption at that time; and

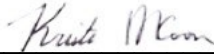
WHEREAS, resolutions for consideration by CARCD members must be submitted to the CARCD Policy Committee no later than September 1, 2024 in order to be considered at the 2024 annual general membership meeting; and

WHEREAS, there are five (5) resolutions attached to this Resolution which the SJCRCD Board of Directors believes need to be considered and adopted by CARCD membership in order to restore association transparency, accountability, and compliance with the bylaws by CARCD's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the SJCRCD Board of Directors does hereby direct the Board President or their designee to submit the attached resolutions, to be finalized by the District Manager prior to submittal, to the CARCD Policy Committee for Consideration at its 2024 Annual General Membership Meeting.

**PASSED, APPROVED AND ADOPTED** this 15th day of August, 2024.

By:   
Richard Rodriguez, President

ATTEST:  
By:   
Secretary to the Board, Krista McCoon

**CERTIFICATION**

I, Krista McCoon, Secretary to the Board of Directors for the District do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Directors of the District at an adjourned regular meeting thereof held on the 15th day of August, 2024, by the following vote of the Board of Directors for the District.

AYES: 7  
NOES: 0  
ABSTAINED:  
ABSENT: 2

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the District this 15th day of August 2024.

**Resolution 2024-02 (1)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reaffirm Their Duty to Comply with the 2018 Adopted Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of CARCD consistent with the powers and purposes of CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, it has been determined that the CARCD Officers and Board of Directors have not been operating in compliance with the CARCD bylaws adopted by its Member RCDs in 2018.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reaffirm their duty to comply with the 2018 adopted bylaws and immediately take action to do so.

**Resolution 2024-03 (2)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Amend the Bylaws to Adopt Open Meeting Requirements Consistent with the Brown Act**

WHEREAS, the California Association of Resource Conservation Districts (Association) Bylaws (Article I, Section 3, "Purposes") state that "the Association has the purposes for which it is authorized under Division 9 of the Public Resources Code of the State of California. As such, the Association is an instrumentality of member districts in carrying out the natural resources and soil and water policies of the State of California, insofar as those functions have been delegated to the districts by statute; and

WHEREAS, the Brown Act requires that a "board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity" must comply with the open meeting requirements if that entity either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency. (Cal. Gov. Code, § 54952, subds. (c)(1)–(c)(1)(B).)

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to amend the Bylaws to adopt open meeting requirements consistent with the Brown Act, and to ensure that CARCD Board of Directors and committees comply with these requirements.

**Resolution 2024-04 (3)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Reconvene the Policy Committee in Accordance with the Bylaws**

WHEREAS, the California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The current Bylaws state "There shall also be a Policy Committee, which is responsible for prioritizing and managing all legislative and CARCD policy issues that may affect RCDs, including but not limited to reviewing and making recommendations on proposed resolutions or protests at the annual meeting";

WHEREAS, the CARCD has not convened the Policy Committee to perform the duties and responsibilities set forth in the Bylaws.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct the CARCD Board of Directors to reconvene the Policy Committee in accordance with the 2018 Adopted Bylaws within 14 days of the final day of the 2024 annual conference.

## **Resolution 2024-05 (4)**

### **A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Establish and Convene a Standing Finance Committee**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, The CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, The CARCD Board is required to keep the Member Districts currently informed of the CARCD's affairs and activities; and

WHEREAS, The Bylaws establish five (5) Standing Committees: Nominating, Policy, Forestry, Land and Soil, and Water; and

WHEREAS, Per the Bylaws the CARCD Board may establish other standing committees and define their functions; and

WHEREAS, there is a fiduciary duty and need for a Standing Finance Committee for the purposes of:

- Developing and Managing an Operating Budget;
- Establishing Financial Goals and Objectives;
- Presenting Financial Goals to Board of Directors;
- Establishing and Managing Funding Strategies;
- Complying with Federal, State, and Local Reporting Requirements

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. The CARCD Policy Committee be requested to determine if there is already an established Standing Finance Committee at CARCD and if so, initiate the process to solicit and appoint RCD members from throughout the state to sit on the committee to develop policies and procedures for all CARCD related financial matters; or
- b. If there is no Standing Finance Committee already established, then CARCD follow the procedures in the Bylaws to create said committee and appoint RCD members to it who have a demonstrated interest, knowledge and expertise in the financial management of nonprofits.

**Resolution 2024-06 (5)**

**A Resolution for the Members of the California Association of Resource Conservation Districts (CARCD) to Direct the CARCD Board of Directors to Rescind and Reconsider Board Action to Change the Dues Structure for FY 24-25**

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is organized under the Nonprofit Public Benefit Corporation Law of the State of California; and

WHEREAS, the CARCD Board is required to manage the affairs of the CARCD consistent with the powers and purposes of the CARCD, the provisions of the Bylaws, and policies established by resolution of the general membership; and

WHEREAS, the CARCD Board is required to keep the Member Districts currently informed of CARCD's affairs and activities; and

WHEREAS, on July 3, 2024, CARCD Accounting issued notice to the membership of changes to the dues structure and process for FY 24-25;

WHEREAS, such notice did not disclose the decisional authority or the approval process for such changes; and

WHEREAS, said action was taken without appropriate notice to and opportunity for discussion by the RCD members; and

WHEREAS, the new dues structure may be a financial burden upon a number of existing RCD members.

NOW, THEREFORE, BE IT RESOLVED, that the CARCD Membership does hereby direct to CARCD Board of Director to take the following actions:

- a. Direct the CARCD Board of Directors to rescind previous action by the Board to change the membership dues structure and process for the current fiscal year; and
- b. Direct the CARCD Board of Directors refer the issue of membership dues and process to the Policy Committee for review and recommendation; and
- c. Direct the CARCD Board of Directors to require the Policy Committee to solicit feedback from ALL RCDs, regardless of membership status, regarding the fee structure and process before making its recommendation back to the CARCD Board of Directors for review and approval.

# NOTICE OF CEQA EXEMPTION

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**To:** Lassen County Clerk  
220 South Lassen Street  
Susanville, CA 96130

**From:** Honey Lake Valley RCD  
1516 Main Street  
Susanville, CA 96130  
530-260-0067

**Date:** November 21, 2024

**Project Title:**

Honey Lake Valley Resource Conservation District Johnstonville Dam Rehabilitation Project

**Project Location:**

Johnstonville, Lassen County, California (CA)

**Project Description:**

The Johnstonville Dam Rehabilitation Project area is located approximately 0.5 miles northwest of Johnstonville along the Susan River (NE ¼, Section 11, T.29N, and R.12E. MDMB). The Project is focused on improving the Johnstonville Dam structure to facilitate safer and more efficient maintenance. The structure is currently in poor condition based on the definitions used by the National Inventory of Dams which the State of California advocates. The concrete abutments are deteriorating and piping has occurred within the structure. The operators using the flood control structure manually remove flashboards to release flow downstream which is a safety hazard during high flow storm events. The proposed design will include the following improvements: replacement of wooden flashboards and checkboards with five tilting weir gates and supportive concrete walls. To perform work in the river channel the project area will first be dewatered prior to construction with the use of a temporary coffer dam or approved alternate. Water from the Susan River will be diverted to the nearby AB Canal (Lake Leavitt Inlet Canal). Additionally, a sheet pile wall will be installed upstream of the dam and used to mitigate seepage. Construction is expected to occur when the flows are low in the Susan River between the months of July to December. This project aims to provide a design that allows for a safe and efficient way to control flows at the Dam and to improve the structural stability of the structure and prolong its functionality for Lassen Irrigation Company (LIC).

**Exempt Status (Guidelines Section and Class): Categorical Exemption:**

15301, which exempts operation and repair of existing facilities.

**Reasons Why Project is Exempt:**

This review for dam rehabilitation activities concludes that project implementation as designed would have less than significant impact in each resource area. Class 1 exemption (CCR Section 15301) covers the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The



# NOTICE OF CEQA EXEMPTION

Honey Lake Valley Resource Conservation District (RCD) has determined that the objective of the project and the implementation activities as designed for this project are continuing the operation and repair of existing facilities and therefore fit within the CCR Section 15301 exemption. Additional environmental analysis was conducted by Environmental Specialists regarding proposed project effects on rare, threatened and endangered plants; threatened, endangered and special status wildlife species; and cultural resources. The Honey Lake Valley Resource Conservation District (HLVRCD) has reviewed these reports and determined that the project's implementation will result in multiple benefits. There will be no significant adverse impacts on endangered, rare, or threatened species or their habitats. There are no hazardous materials at or around the project site. The project will avoid all archeological resource sites. The project will not result in cumulatively significant impacts. The Project will have no significant adverse effect on the environment.

**Public Agencies that will be involved with the project:**

Honey Lake Valley Resource Conservation District  
City of Susanville  
Lassen Irrigation Company

**Lead Agency Contact Person:**

Kelsey Siemer, District Manager  
Honey Lake Valley Resource Conservation District  
530-260-0067

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Jesse Claypool, Chairman  
Honey Lake Valley Resource Conservation District

**ATTEST:**

I, Kelsey Siemer, Clerk to the Board of Directors, Honey Lake Valley Resource Conservation District, do hereby certify that the Honey Lake Valley Resource Conservation District approved this Notice of Exemption on the 21<sup>st</sup> day of November, 2024 by the following vote:

Ayes: \_\_\_\_\_ Abstentions: \_\_\_\_\_  
Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Kelsey Siemer, Clerk to the Board of Directors  
Honey Lake Valley Resource Conservation District

**Honey Lake Valley Resource Conservation District (HLVRCD)**  
**ENVIRONMENTAL REVIEW REPORT FOR AN EXEMPT PROJECT**

Author: Kelsey Siemer  
 Title: District Manager  
 Address: 170 Russell Ave., Suite C, Susanville, CA 96130  
 Phone: (530) 260-0067  
 Email: kmarks@honeylakevalleyrcd.us

Project Name: Johnstonville Dam Rehabilitation  
 Project Number: CA DWR 4600013813  
 Program Type: State of California Department of Water Resources Integrated Regional Water Management Grant, Proposition 1, Round 1 and Round 2  
 County: Lassen  
 Acres: 1.4  
 Legal Location: 40° 23.297' N, -120° 35.650 W' Johnstonville, Lassen County, California (CA)  
 Project Vicinity Map                       Project Location Map

**Other Public Agency Review or Permit Required:**

Would the project result in:	YES	NO
Alterations to a watercourse (DFW – Lake and Stream Alteration Agreement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conversion of timberland (Susanville Indian Rancheria Conversion Permit or Exemption)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Demolition (Local Air District – Demolition Permit)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil disturbance over 1 acre (RWQCB – SWPPP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: USACE 404 Nationwide General Permit	<input checked="" type="checkbox"/>	

**Discuss any above-listed topic item checked Yes and consultation with agencies:**

Prior to construction the water from the Susan River will be temporarily dammed and diverted into the AB canal and construction will occur when the site is relatively dry therefore a Lake and Stream Alteration Permit is needed. The USACE 404 Nationwide Permit (NWP) is required since the project will occur within the Susan River which is a water of the U.S. Approximately 1.4 acres will be disturbed and therefore a SWPPP is required.

**HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT  
ENVIRONMENTAL CHECKLIST FORM**

NOTE: The following report form is intended for use by the Honey Lake Valley Resource Conservation District (HLVRCD) staff to document a limited environmental impact analysis supporting the filing of a Notice of Exemption (NOE) document for a dam rehabilitation project. Based on this analysis, the project appears to meet the exemption since the project creates no possible significant effects as discussed in CEQA Guidelines for Categorical Exemption Class 1 in Section 15301, operation and repair of existing facilities. This report will be filed with the CEQA administrative record for this project to document the environmental impact analysis conducted by the District.

1. Project title: Honey Lake Valley Resource Conservation District (HLVRCD) Johnstonville Dam Rehabilitation Project

2. Lead agency name and address:

Honey Lake Valley Resource Conservation District

170 Russell Ave., Suite C, Susanville, CA 96130

3. Contact person and phone number: Kelsey Siemer, District Manager

4. Project location: Johnstonville, California

5. Project sponsor's name and address:

Lassen Irrigation Company

1740 Main St. Susanville, CA 96130

6. General plan designation: Agricultural

7. Zoning: A-3

8. Description of project:

9. The Johnstonville Dam Rehabilitation Project area is located approximately 0.5 miles northwest of Johnstonville along the Susan River (NE ¼, Section 11, T.29N, and R.12E. MDMB). The Project is focused on improving the Johnstonville Dam structure to facilitate safer and more efficient maintenance. The structure is currently in poor condition based on the definitions used by the National Inventory of Dams which the State of California advocates. The concrete abutments are deteriorating and piping has occurred within the structure. The operators using the flood control structure manually remove flashboards to release flow downstream which is a safety hazard during high flow storm events.

The proposed design will include the following improvements: replacement of wooden flashboards and checkboards with five tilting weir gates and supportive concrete walls. To perform work in the river channel the project area will first be dewatered prior to construction with the use of a temporary coffer dam or approved alternate. Water from the Susan River will be diverted to the nearby AB Canal (Lake Leavitt Inlet Canal). Additionally, a sheet pile wall will be installed upstream of the dam and used to mitigate seepage. Construction is expected to occur when the flows are low in the Susan River between the months of July to December. This project aims to provide a design that allows for a safe and efficient way to control flows at the

Dam and to improve the structural stability of the structure and prolong its functionality for LIC.

10. Surrounding land uses and setting:

The Susan River originates in southern Lassen County from the Silver and Caribou Lakes and flows through the City of Susanville and to the east of Johnstonville where it eventually drains into Honey Lake. The AB Canal (Lake Leavitt Inlet Canal), which branches off of the Susan River prior to the Dam, terminates at Lake Leavitt. Lake Leavitt is a recreational area that is often used for fishing and picnicking. The community of Johnstonville has a population of approximately 973 people (U.S. Census 2020).

11. Other public agencies whose approval is required:

The Project will be developed with the project stakeholders: As the Lead Agency, HLVRCD, will coordinate with the Lassen Irrigation Company and the Susanville Indian Rancheria.

12. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

The Susanville Indian Rancheria will be notified in the plan, design, and implementation of the Johnstonville Dam Rehabilitation Project.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                  | <input type="checkbox"/> Agriculture / Forestry Resources | <input type="checkbox"/> Air Quality                        |
| <input type="checkbox"/> Biological Resources        | <input type="checkbox"/> Cultural Resources               | <input type="checkbox"/> Energy                             |
| <input type="checkbox"/> Geology/Soils               | <input type="checkbox"/> Greenhouse Gas Emissions         | <input type="checkbox"/> Hazards and Hazardous Materials    |
| <input type="checkbox"/> Hydrology/Water Quality     | <input type="checkbox"/> Land Use / Planning              | <input type="checkbox"/> Mineral Resources                  |
| <input type="checkbox"/> Noise                       | <input type="checkbox"/> Population / Housing             | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Recreation                  | <input type="checkbox"/> Transportation                   | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Wildfire                         | <input type="checkbox"/> Mandatory Findings of Significance |

**Conclusion**

After assessing potential environmental impacts and evaluating the description for the various classes of categorical exemptions to CEQA, the Honey Lake Valley RCD has determined that the project fits within one or more of the exemption classes and no exceptions exist at the project site which would preclude the use of this exemption. The Honey Lake Valley RCD considered the possibility of (a) sensitive location, (b) cumulative impact, (c) significant impact due to unusual circumstances, (d) impacts to scenic highways, (e) activities within a hazardous waste site, and (f) significant adverse change to the significance of a historical resource. A notice of exemption will be filed with the Lassen County Clerk and the State Clearinghouse.

After assessing potential environmental impacts and evaluating the description for the various classes of categorical exemptions to CEQA, the Honey Lake Valley RCD has determined that the project does not fit within the description for the various exemption classes or has found that exceptions exist at the project site that precludes the use of a categorical exemption for this project. Additional environmental review will be conducted and the appropriate CEQA document used may be a negative declaration or a mitigated negative declaration.

Signed:

\_\_\_\_\_  
Jesse Claypool, Chairman, Board of Directors  
Honey Lake Valley Resource Conservation District

\_\_\_\_\_  
Date

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. AESTHETICS.</b> Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>II. AGRICULTURE AND FORESTRY RESOURCES.</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>III. AIR QUALITY.</b> Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>V. CULTURAL RESOURCES.</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>VI. ENERGY.</b> Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>VII. GEOLOGY AND SOILS.</b> Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VIII. GREENHOUSE GAS EMISSIONS.** Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. HAZARDS AND HAZARDOUS MATERIALS.** Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**X. HYDROLOGY AND WATER QUALITY.** Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
i) result in a substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XI. LAND USE AND PLANNING.</b> Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XII. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XIII. NOISE.</b> Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>XIV. POPULATION AND HOUSING.</b> Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>XV. PUBLIC SERVICES.</b> Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVI. RECREATION.**

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVII. TRANSPORTATION.** Would the project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVIII. TRIBAL CULTURAL RESOURCES.**

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIX. UTILITIES AND SERVICE SYSTEMS.** Would the project:

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	-------------------------------------

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XX. WILDFIRE.** If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XXI. MANDATORY FINDINGS OF SIGNIFICANCE.**

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## CEQA Environmental Checklist Form Explanations

### & Supporting Information Sources

*Evaluation of Environmental Impacts*

*Issues and Significance Criteria Identified*

### Project: Honey Lake Valley Resource Conservation District (HLVRCD)

### Johnstonville Dam Rehabilitation Project

#### III. AIR QUALITY, Part c)

Level of Significance: Less than Significant Impact

The construction for the Johnstonville Dam Rehabilitation Project will involve minimal dust emissions during working hours. The contractor shall have a water truck or other means onsite to control dust.

#### IV. BIOLOGICAL RESOURCES, Part a, b, d, e, and f

Level of Significance: No Impact

According to the Biological Evaluation performed by TCK Ecological Consulting it was determined that the proposed action will not affect individuals or critical habitat and is not likely to result in a trend toward Federal listing or loss of viability for any federally endangered, threatened, candidate, proposed, or sensitive wildlife or plant species.

A Swainson's hawk (*Buteo swainsonii*), a CA state threatened bird, was observed flying over the project area on September 13<sup>th</sup>, 2024. If construction is to occur between March 1<sup>st</sup> and September 15<sup>th</sup>, a qualified biologist will conduct a survey 10 days prior to the start of construction to ensure that no active Swainson's hawk nests are within a ¼ mile of the project area. If a nest is found, the California Department of Fish and Wildlife (CDFW) will be notified.

The Biological Evaluation can be found in Attachment IV.

#### IV. BIOLOGICAL RESOURCES, Part c

Level of Significance: No Impact

According to the Aquatic Resource Delineation, performed by TCK Ecological Consulting, one wetland feature approximately 0.05 acres was identified in the project site. During construction this area will be fenced off to minimize disturbance.

#### V. CULTURAL RESOURCES

Level of Significance: No Impact

According to the Class III Cultural Resource Inventory, Great Basin Consulting determined a finding of No Historic Properties Affected as defined in the federal regulations 36 CFR 800.4 (d) (1). The Class III Cultural Resource Inventory can be found in Attachment VI.

#### VIII. GREENHOUSE GAS EMISSIONS, Part a)

Level of Significance: Less than Significant Impact

The greenhouse gas emissions emitted from equipment will only occur during hours of construction.

#### X. HYDROLOGY AND WATER QUALITY, Part a)

Level of Significance: Less than Significant Impact

The project will occur in the Susan River and therefore may impact water quality with potential for movement of sediment and minimal increases to turbidity. A State of California 401 Water Quality permit is to be obtained for this project.

#### X. HYDROLOGY AND WATER QUALITY, Part c)

Level of Significance: Less than Significant Impact

During construction structural modifications to the dam will occur to repair the existing dam structure but the existing drainage pattern to the river will remain. Water from the Susan River will be diverted temporarily during construction into the AB canal and the stream water diversion barrier, a water inflatable coffer dam or contractor approved alternative, will be removed after the project completion. Sedimentation will be minimal with the use of streambank stabilization BMPs.

#### XIII. NOISE, Part a)

Level of Significance: Less than Significant Impact

The construction of the Johnstonville Rehabilitation Dam Project will create a temporary increase in ambient noise. Noise would only occur during daylight hours and will follow the Lassen County Noise Ordinance.

#### XIII. NOISE, Part c)

Level of Significance: Less than Significant Impact

The Johnstonville Dam is located approximately 1.06 miles from the Susanville Airport. Therefore, the people residing or working at the airport may experience a temporary increase in ambient noise during construction daylight hours. Construction activities onsite will follow the Lassen County Noise Ordinance.

## References

U.S. Census Bureau. (2023). *Quick Facts, 2020 Decennial Census*. Retrieved from U.S. Census Bureau: [https://www.census.gov/search-results.html?q=johnstonville&page=1&stateGeo=none&searchtype=web&cssp=SERP&\\_charset\\_=UTF-8](https://www.census.gov/search-results.html?q=johnstonville&page=1&stateGeo=none&searchtype=web&cssp=SERP&_charset_=UTF-8)

## **Attachments**

Attachment I: Project Location Map

Attachment II: Project Detail Map

Attachment III. Distance from project area to Susanville Airport

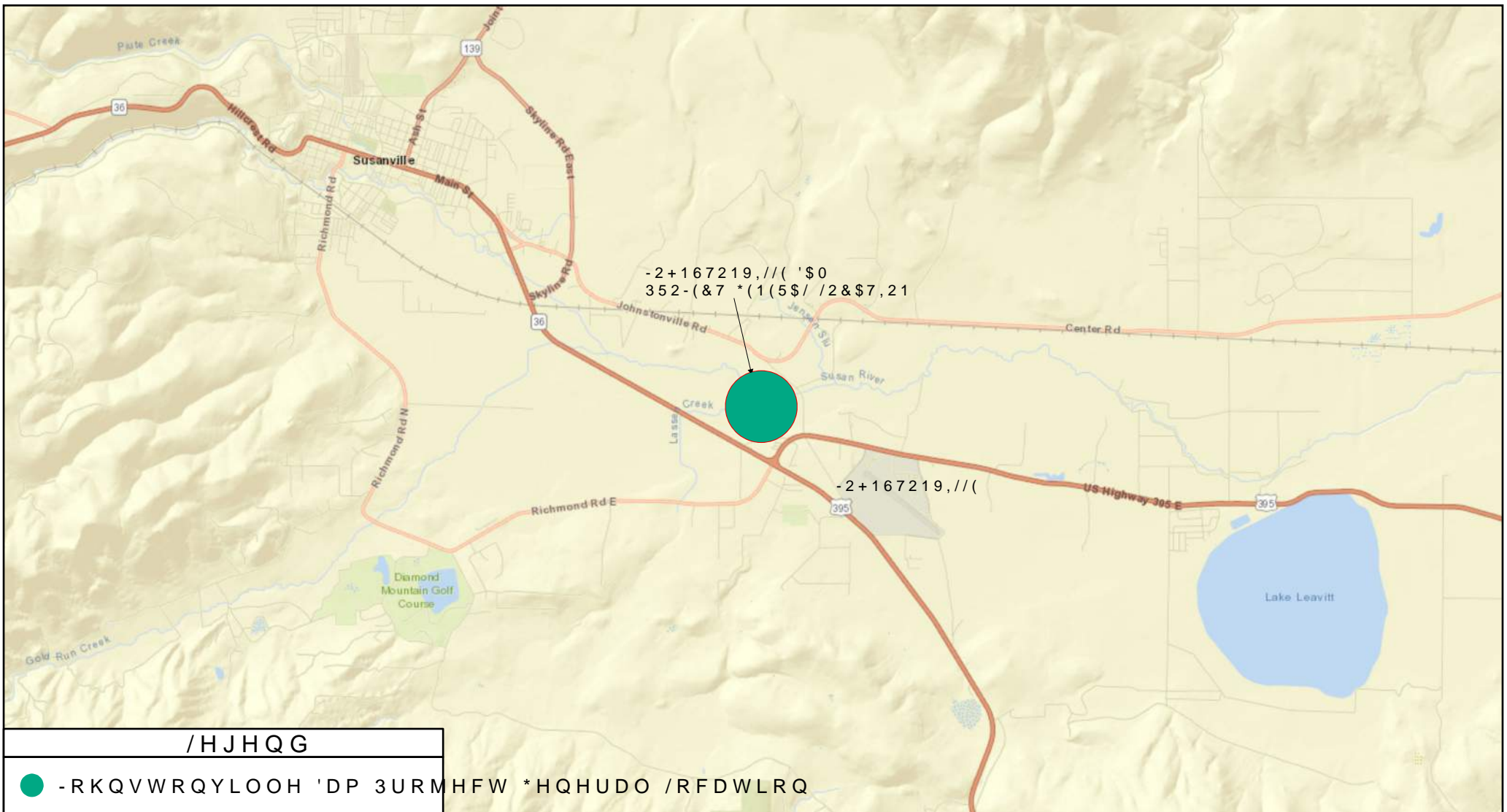
Attachment IV. Biological Evaluation

Attachment V. Aquatic Resource Delineation

Attachment VI. Class III Cultural Resource Inventory

Attachment VII. Johnstonville Dam Rehabilitation Plans

Attachment I  
Project Location Map



/HJHQG

● -RKQVWRQYLOOH 'DP 3URMHFW \*HQUHO /RFDWLRQ

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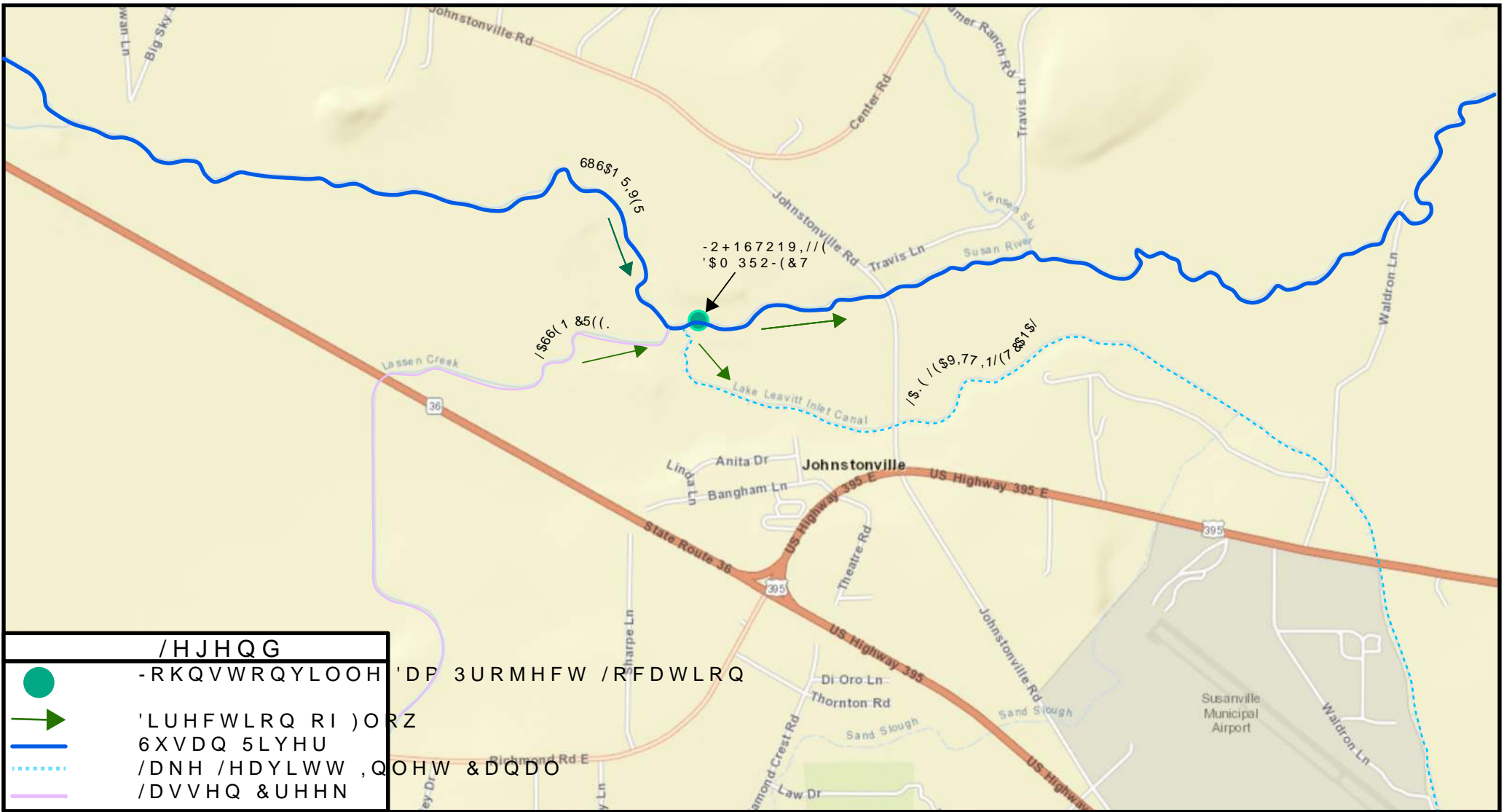
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Attachment II  
Project Detail Map



/HJHQG	
	-RKQVWRQYLOOH 'DP 3URMHFW /RFDWLRQ
	'LUHFWRQ RI )ORZ
	6XVDQ 5LYHU
	/DNH /HDYLWW ,QOHW &DQDO
	/DVVHQ &UHHN

-RKQVWRQYLOOH 'DP 5HKDELOLWD  
 3URMHFW 'HWDLO OD



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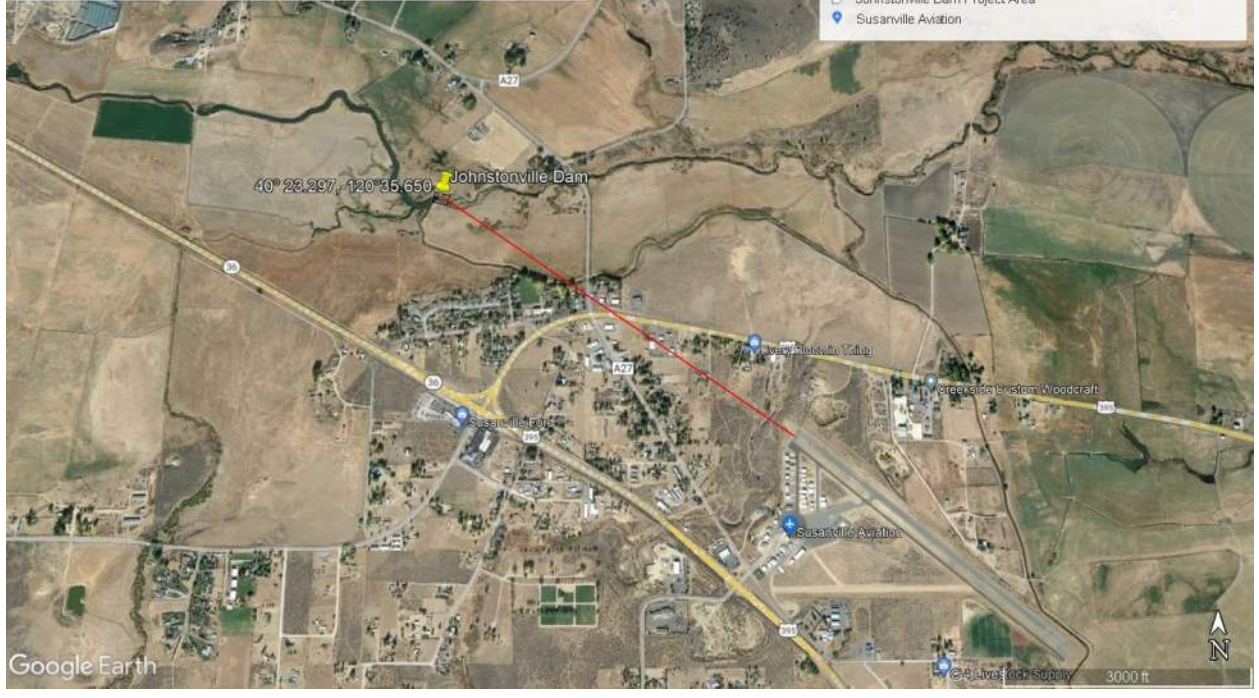
## Attachment III

Distance from Airport to Johnstonville Dam

Distance from Susanville Airport to Johnstonville Dam

Legend

- 1.06 miles - distance from Susanville Airport to Johnstonville Dam
- Johnstonville Dam Project Area
- Susanville Aviation





# HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January		
01/01/25 (Wed)	New Year's Day (observed 1/1/2025)	Holiday
01/09/25 (Thu)	Organizational Meeting	WAC Meeting
01/13/25 (Mon)	Martin Luther King Day	Holiday
01/23/25 (Thu)	Organizational Meeting, Adopt Calendar, FY24/25 Mid-Year Budget Review, WAC Appointments	RCD Meeting

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February		
02/17/25 (Mon)	President's Day	Holiday
02/20/25 (Thu)	FY25/26 RCD/WM Draft Budget Review, FY24/25 Annual Work Plan Review	RCD Meeting

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March		
03/01/25 (Sat)	Irrigation Season Begins	Deadline
03/13/25 (Thu)	FY25/26 Draft Budget Review, Direct Billing	WAC Meeting
03/27/25 (Thu)	1st Reading - FY25/26 RCD/WM Budget, 1st Reading - FY25/26 Annual Work Plan	RCD Meeting

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April		
04/24/25 (Thu)	2nd Reading - FY25/26 AWP, FY25/26 RCD/WM Budget Begin 5:30 schedule	RCD Meeting

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May		
05/01/25 (Thu)	Update WM Control Cards	Deadline
05/08/25 (Thu)		WAC Meeting
05/22/25 (Thu)	Adopt FY25/26 AWP, Budget Hearing - Approve FY25/26 RCD/WM Budget, Initiate WM Assessment Apportionment	RCD Meeting
05/26/25 (Mon)	Memorial Day	Holiday

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June		
06/10/25 (Tue)	Apportionment and Assessment Letters Due to Water Users	Deadline
06/26/25 (Thu)	Review RCD Board Appointments	RCD Meeting
		-



# HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July		
07/04/25 (Fri)	Independence day	Holiday
07/10/25 (Thu)		WAC Meeting
07/24/25 (Thu)	Certify Apportionments to Auditor, Initiate FY24/25 Audit, Annual DM Evaluation	RCD Meeting

August		
08/06/25 (Wed)	Certified Apportionments due to Auditor	Deadline
08/28/25 (Thu)	Board Meeting	RCD Meeting

September		
09/01/25 (Mon)	Labor Day	Holiday
09/11/25 (Thu)	Draft 2024/2025 SRWSA Annual Use Report	WAC Meeting
09/25/25 (Thu)	1st Reading - 2024/2025 SRWSA Annual Use Report	RCD Meeting

October		
10/13/25 (Mon)	Indigenous Peoples Day	Holiday
10/23/25 (Thu)	2nd Reading - 2024/2025 SRWSA Annual Use Report, 1st Reading - 2026 RCD Calendar	RCD Meeting
10/31/25 (Fri)	Irrigation Season Ends - Direct Billing	Deadline

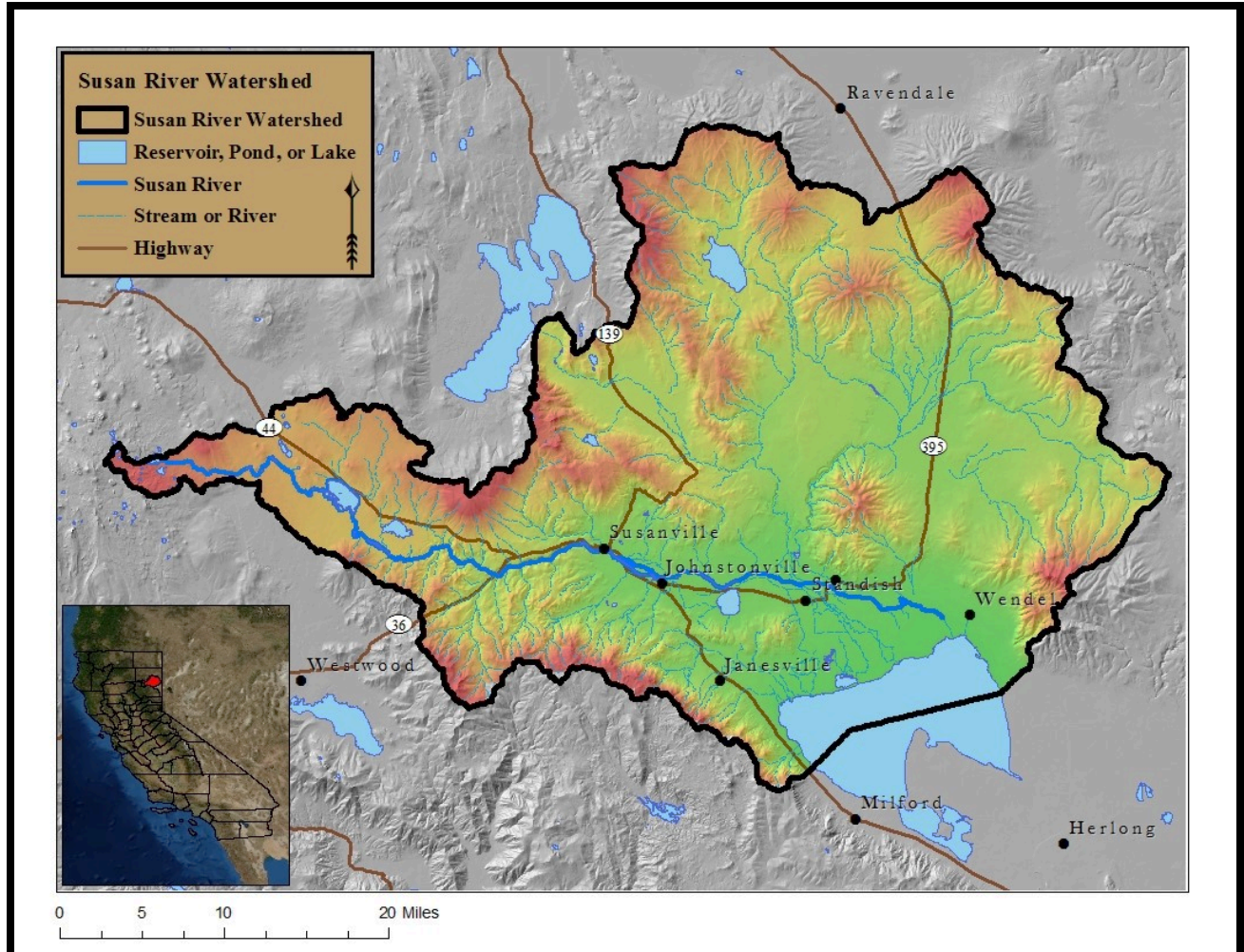
November		
11/11/25 (Tue)	Veterans Day	Holiday
11/13/25 (Thu)	Approve 23/24 SRWSA Annual Use Report	WAC Meeting
11/20/25 (Thu)	Approve AUR, 2nd Reading RCD/WM Calendar, Start 3:30 Schedule	RCD Meeting
11/27/25 (Thu)	Thanksgiving	Holiday
11/28/25 (Fri)	Thanksgiving Holiday	Holiday

December		
12/24/25 (Tue)	Christmas Eve	Holiday
12/25/25 (Thu)	Christmas Day Observed	Holiday
12/31/25 (Wed)	SRWSA Annual Use Report submitted to Court	Deadline



HONEY LAKE VALLEY  
RESOURCE  
CONSERVATION  
DISTRICT

# 2023-2024 SUSAN RIVER WATERMASTER SERVICE AREA



ANNUAL USE REPORT - 2023/2024

# Susan River

## Watermaster Service Area

### Annual Use Report- 2023/2024

Fiscal Year: July 1, 2023 - June 30, 2024  
Irrigation Season: March 1, 2024 - October 31, 2024  
Storage Season: November 1, 2024 - February 29, 2025

Lassen County, California  
Decree No.'s 4573, 8174 and 8175  
Submitted by December 31, 2024 to  
The Presiding Judge, Lassen County Superior Court



Prepared By:

*Honey Lake Valley Resource Conservation District*  
170 Russell Ave.  
Susanville, CA 96130



## Contents

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Precipitation Outlook for 2024-2025	5
Methods of Distribution:	6
Watermaster Service Fiscal Information:	6
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## General Description

The Susan River service area is located in the southern part of Lassen County in the vicinity of the town of Susanville. There are approximately 246 water right owners in the service area with total continuous allotments of 351.922 cubic feet per second in addition to storage rights held by several users. The source of supply consists of three stream systems as follows: Susan River, Baxter Creek, Parker Creek and their associated tributaries.

Susan River has its sources on the east slope of the Sierra Nevada Mountains in the southwesterly portion of Lassen County immediately east of Lassen National Park at an elevation of about 7,900 feet. Its channel runs easterly from Silver Lake through McCoy Flat Reservoir, through Susanville, and easterly on to Honey Lake.

Susan River has four major tributaries: Paiute Creek (entering from the north at Susanville), Gold Run and Lassen Creeks (entering from the south between Susanville and Johnstonville), and Willow Creek (entering from the north above Standish). Gold Run Creek and Lassen Creek rise on the north slope of Diamond Mountain at an elevation of about 7,600 feet. The watersheds of Paiute Creek and Willow Creek are lower and they rise on the south slopes of Round Valley Mountains.

A short distance below the confluence of Willow Creek and Susan River the river channel divides into three branches known as Tanner Slough Channel on the north, Old Channel in the middle, and Dill Slough Channel on the south. Two channels which take off Dill Slough on the south are known as Hartson Slough and Whitehead Slough.

The Baxter Creek stream system is situated in Honey Lake Valley on the east slope of the Sierra Nevada about 10 miles southeast of Susanville in the southern portion of Lassen County. The principal streams in the Baxter Creek stream system are Baxter Creek (which rises in the extreme western portion of the basin and flows in an easterly direction), Elysian Creek, Sloss Creek, and Bankhead Creek (a tributary to Baxter Creek from the south). Elysian Creek has three tributaries: North Fork Elysian Creek, South Fork Elysian Creek, and Kanavel Creek.

Parker Creek is situated in Honey Lake Valley on the east slope of the Sierra Nevada about 15 miles southeast of Susanville in the southern portion of Lassen County. Its source is on the east slope of Diamond Mountain and flows in an easterly direction for about 5 miles into Honey Lake. The primary area of water use in the Susan River service area is in Honey Lake Valley between Susanville and the northwest shore of Honey Lake, 25 miles in length. The valley floor is at an elevation of about 4,000 feet.

## Water Supply

The water supply in the Susan River service area comes from two major sources: snowmelt runoff and springs. The snowpack on the Willow Creek Valley and Paiute Creek watersheds, which embrace more than half of the Susan River stream system, melts early in the spring and usually is entirely depleted by the first of May. The irrigation requirements from this portion of the stream system after the first of May are almost entirely dependent upon the flow of perennial springs which remain constant throughout the year. Under normal conditions, the flows of Lassen Creek, Gold Run Creek, Baxter Creek, Parker Creek, and the Susan River above Susanville are well sustained by melting snows until early June. The flow from perennial springs in this portion of the water system is comparatively small. The Lassen Irrigation Company stores supplemental water in Hog Flat Reservoir and McCoy Flat Reservoir, located on the headwaters of the Susan River. This stored water is released into the Susan River, which is used as a conveyance and commingled with the natural flow usually during June and July. It is then diverted into the A and B Canal leading to Lake Leavitt for further distribution by the irrigation district.

## Precipitation Outlook for 2024-2025

The National Ocean and Atmospheric Administration (NOAA) has predicted as of September 9, 2024 average precipitation in the Susan River basin this fall, possibly slightly lower than last year. No large increase or decrease in amounts of rain or snow are forecast. As no long term forecast can be 100 percent accurate, this outlook could be only used as a guide.

## Methods of Distribution:

Irrigation in the Susan River service area is accomplished by placing diversion dams in the main channel of the stream system, to raise the water to the level required to divert into the canals, sloughs and ditches. These dams for diversion are relatively large on the Susan River compared to those on the smaller tributaries. Various methods of irrigation are practiced; the most common approach is by flooding. With this technique, water is transported by a main conveyance channel along the high point of the lands to be irrigated. It is then dispersed by laterals along the higher ridges of the tract from which it can be distributed over the area to be irrigated by the smaller laterals of the ditch system. Sub-irrigation occurs in some areas incidental to surface irrigation or because of seepage from ditches or creek channels. During the past several years, numerous users have increased the usage of sprinkler irrigation by wheel lines to improve the efficiency of their irrigation systems.

## Watermaster Service Fiscal Information:

The Fiscal Year 2023/2024 Watermaster Service Budget was adopted on June 22<sup>nd</sup>, 2023 in the amount of \$290,350.51. The Fiscal Year 2024/2025 Watermaster Service budget was adopted on May 23<sup>rd</sup>, 2024 in the amount of \$290,350.51. Fiscal Year 23/24 and 24/25 budgets saw no increase between them as there was a savings in the personnel cost from the prior budget year. The required notification regarding the budget, apportionment, and individual assessments were mailed to the users and filed with the Lassen County Superior Court before June 15, 2023. There were no filed objections to the budget or apportionment within 15 days or thereafter; and thus, deemed approved by the Court without further hearing. The approved budget, apportionment, and individual assessments were certified to the Lassen County Auditor and the Lassen County Board of Supervisors prior to August 10, 2023.

## 2023/2024 Water Allocation and Distribution:

The Susan River Watermaster Service Area experienced above average precipitation compared to the area's average. Based on California Cooperative Snow Surveys for the Northern California area, the year started out with above average snowfall. With above 100 percent

Susan River Watermaster Service Area - Annual Use Report  
2023/2024

average snowfall, the water available to users lasted longer than normal. The general availability of water for the various stream systems is described below.

**Lassen Creek:** No diversion data available, but Lassen Creek provided water through August of 2024 before drying up.

**Hills Creek:** Hills Creek has a prorated supply throughout the year, adding a small amount of flow to Gold Run Creek. No diversion data available.

**Gold Run Creek:** Water was available in prorated amounts for irrigation until the time of this report. Two to three cubic feet per second still flowing into the month of September 2024, providing a percentage of water rights to users on Gold Run Creek.

**Upper Susan River:** Flows for the Upper Susan met the full requirements of the Schedule 5, 2nd priority water right allotments up until early August. Stock water was available to most users through September. Flows decreased in September, providing percentages of water right at the time of this report.

**Lower Susan River Below the Confluence of Willow Creek:** The Lower Susan had irrigation water for Schedule 3, 3<sup>rd</sup> priority users until late April and was nearly sufficient for Schedule 3, 2<sup>nd</sup> priority users until mid-late June. Stock water was available to most users until mid-August. Past this point, users were able to exercise stock watering rights at a percent of water rights depending on the flow at Colony Dam.

**Willow Creek:** Prorated allocations were available through late August. Flows were sufficient for regular stock watering of the second priority until September. Conveyance of stock water to downstream users continues at the time of this report.

**Bankhead/Sloss Creek:** No diversion data available. At the time of this report, these creeks are dry. No water flow is expected to return till after the season ends.

**Lassen Irrigation Company Storage Reservoirs:** LIC began diverting water from McCoy Flat on June 20, 2024. Water release from McCoy flat reservoir ended on August 27, 2024.

**Baxter Creek:** Upper Baxter Creek has had consistent flow during the summer months, with water available at a percentage of right. The lower end of Baxter Creek flows fell off during the month of June, and will not supply water again till after the season ends.

## **Miscellaneous Notable Events:**

1. Brian Burvant started as the new Watermaster May 28, 2024. Brian has previously been employed by the Lassen Irrigation Company, the Lassen County Agriculture Department, and has an extensive background in farming, irrigating, and construction.
2. The Old Channel Realignment and Piping Project was substantially completed on August 12th, 2024. This project will conserve over 400 acre-feet of water per year for the Old Channel and Jensen Slough users.

## Appendices A-C

Numerical values are in cubic feet per second (cfs)  
A blank space or "0" indicates no reading.

## Appendix A: Department of Water Resources, Digital Gauge Data

FLOW OF SUSAN RIVER at SUSANVILLE (SSU) ( $\frac{ft^3 s^{-1}}{CFS}$ )

Day	March	April	May	June	July	August	September
1	270	292	240	66	79	60	8
2	220	258	219	64	78	60	6
3	209	292	217	61	76	59	6
4	189	440	211	62	75	62	6
5	170	340	276	56	74	60	6
6	189	292	225	52	72	58	6
7	253	251	225	47	72	56	6
8	258	222	195	42	71	56	6
9	234	234	175	42	71	55	5
10	253	249	170	40	70	55	5
11	279	326	176	38	70	55	5
12	256	416	175	35	69	55	6
13	286	448	181	33	67	54	6
14	246	380	190	31	69	55	7
15	224	328	184	30	71	54	6
16	225	318	176	29	70	39	6
17	237	338	173	29	67	38	8
18	260	418	165	29	66	37	9
19	311	382	155	28	66	38	
20	354	433	163	27	66	38	
21	388	468	156	26	66	37	
22	422	462	150	85	64	37	
23	471	457	141	85	64	37	
24	390	431	105	85	62	38	
25	320	401	96	83	65	46	
26	292	399	90	86	64	41	
27	268	322	85	82	66	39	
28	283	294	80	83	66	36	
29	260	279	78	79	67	16	
30	260	256	72	78	61	10	
31	305		69		62	9	

Note: These daily values were averaged from the gauge's 'Real Time' 15-minute interval data. Throughout the beginning of the season, the River commonly had dramatic increases and decreases in flow, in the span of 8-48 hours. Because of this, some of the above daily averages may be skewed. Values measured in CFS for the irrigation season from March 1<sup>st</sup>, 2024 to October 31<sup>st</sup>, 2024.



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FLOW OF SUSAN RIVER at the CONFLUENCE of WILLOW CREEK (SSD) ( $ft^3 s^{-1}/CFS$ )

Day	March	April	May	June	July	August	September
1	34	67	52	56	14	6	6
2	22	79	56	53	19	6	4
3	25	0	69	43	18	4	4
4	22	0	69	35	15	3	5
5	20	68	41	36	14	4	4
6	31	48	51	35	14	3	3
7	28	49	54	33	9	4	0
8	15	64	49	28	5	0	0
9	23	71	44	28	4	0	0
10	21	0	32	32	3	0	0
11	23	0	27	24	3	3	0
12	34	0	28	24	5	5	0
13	26	0	28	29	4	5	0
14	20	82	29	26	4	6	0
15	58	90	34	21	4	4	0
16	80	97	36	22	4	4	0
17	79	0	31	21	5	5	0
18	82	0	32	19	5	5	0
19	85	0	29	19	4	5	
20	0	0	33	15	4	7	
21	0	0	27	14	4	6	
22	0	0	24	17	8	5	
23	0	0	21	20	8	4	
24	70	0	70	15	9	4	
25	61	0	67	14	8	7	
26	86	0	65	17	9	8	
27	0	42	64	15	9	5	
28	89	69	62	16	11	3	
29	80	57	56	14	17	4	
30	0	50	55	14	12	4	
31	79		57		8	5	

Note: These daily values were averaged from the gauge's 'Real Time' 15-minute interval data. The '0' represents known extremely high flows, overtopping the gauge sensor and reading as zeros or an error in the system. Values measured in CFS for the irrigation season from March 1<sup>st</sup>, 2024 to October 31<sup>st</sup>, 2024.

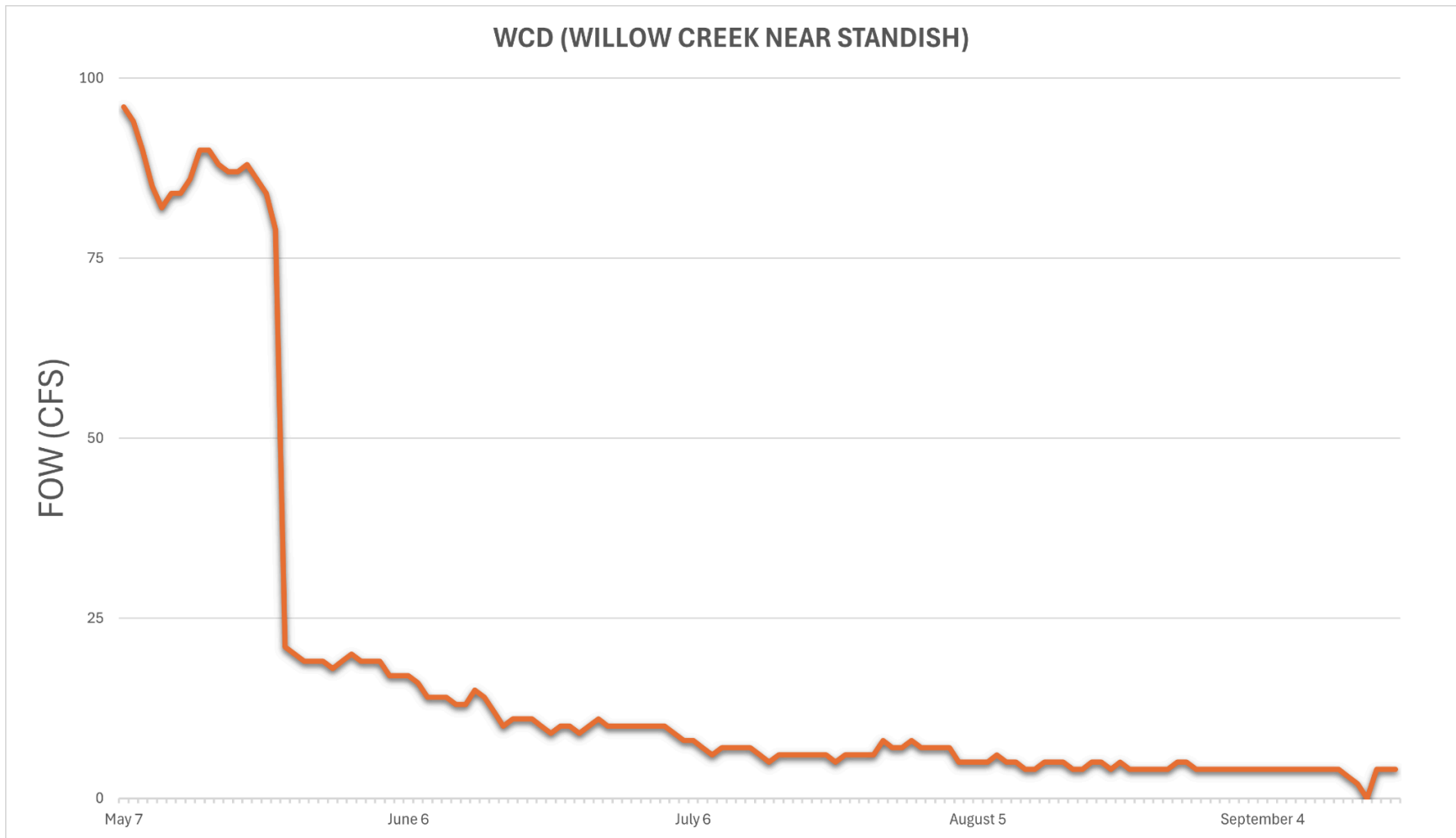
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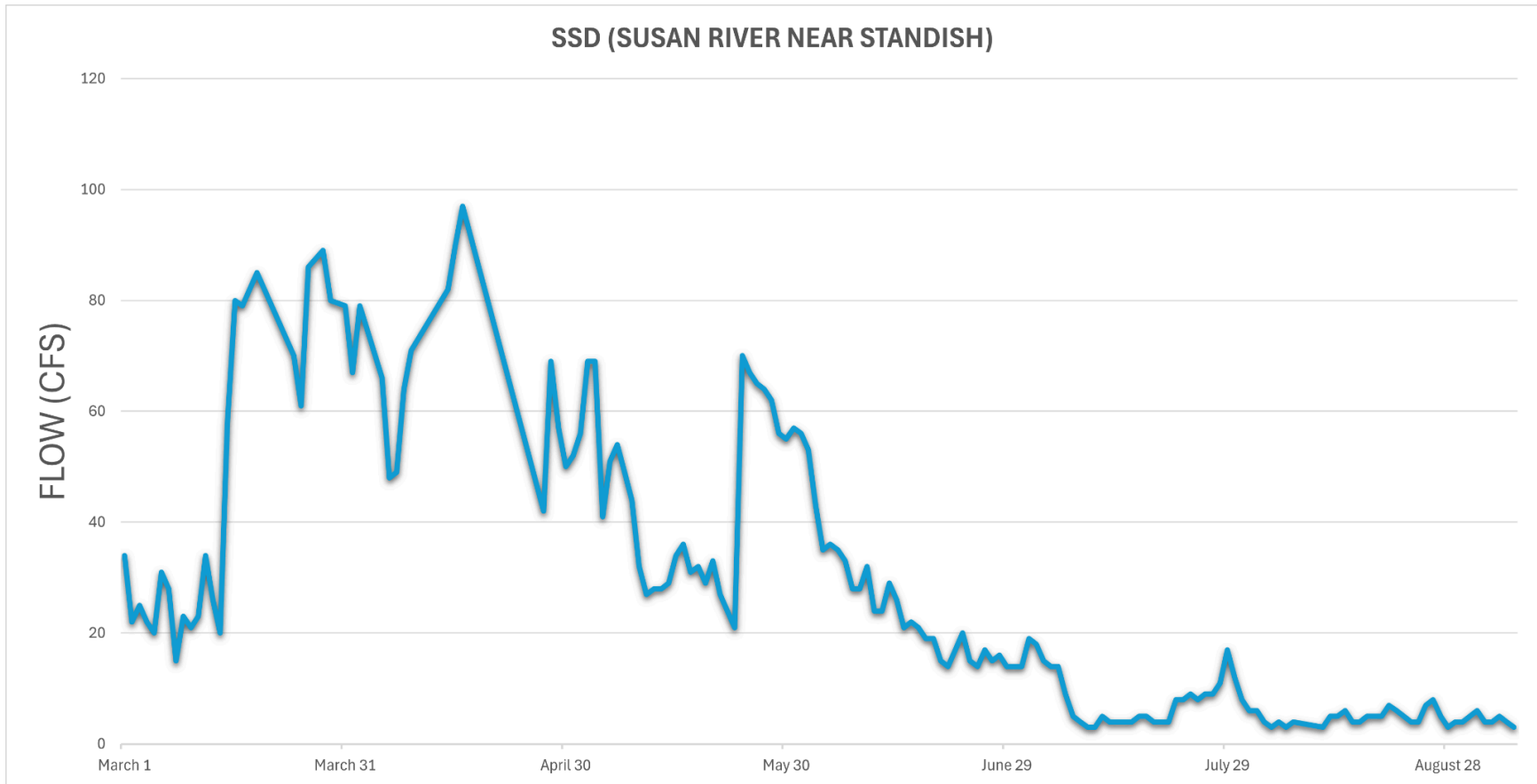
FLOW OF WILLOW CREEK at the CONFLUENCE of the SUSAN RIVER (WCD) ( $ft^3 s^{-1}/CFS$ )

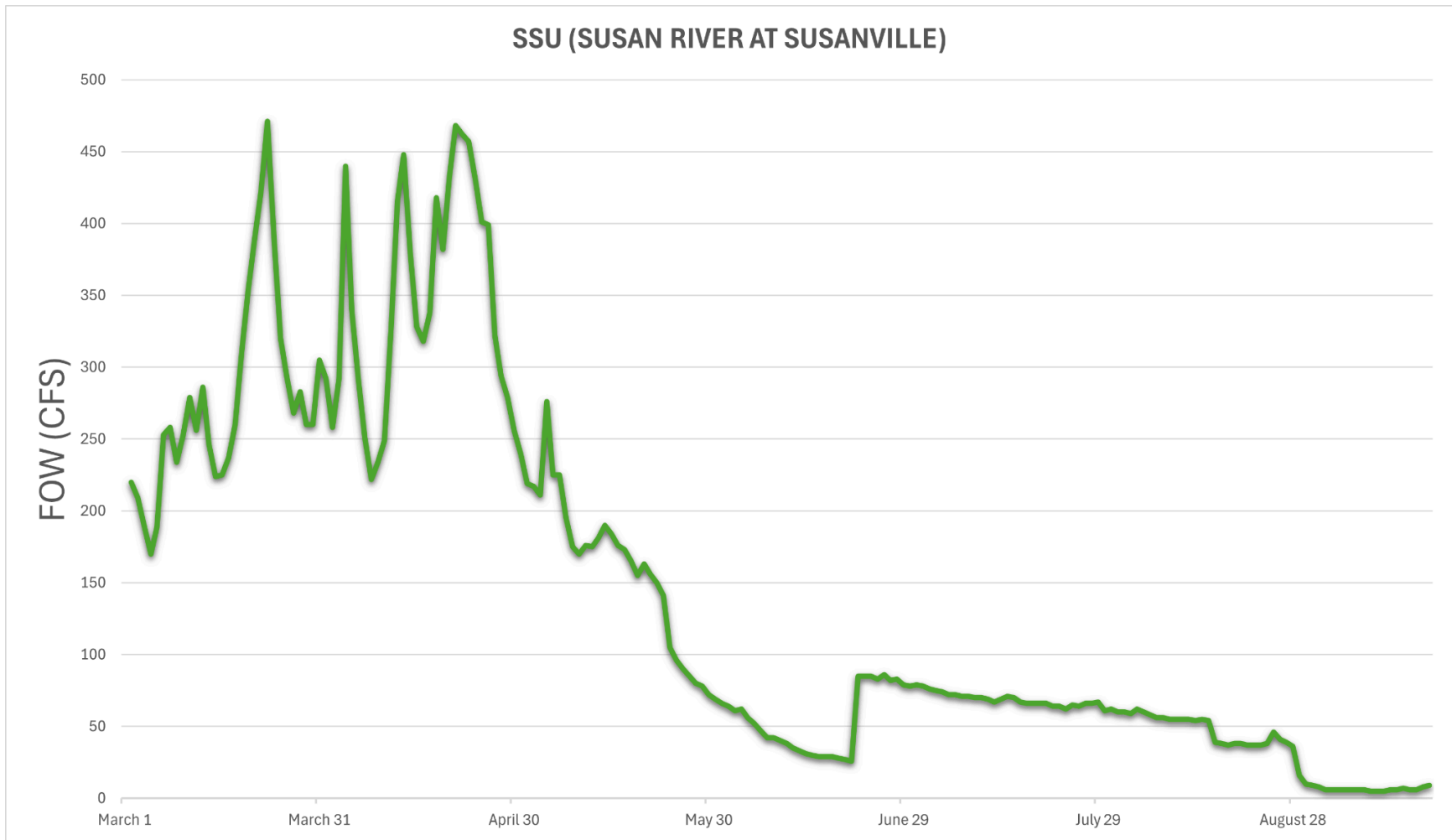
Day	May	June	July	August	September
1	0	19	10	7	4
2	0	19	10	7	4
3	0	19	10	5	4
4	96	17	9	5	4
5	0	17	8	5	4
6	0	17	8	5	4
7	96	16	7	6	4
8	94	14	6	5	4
9	90	14	7	5	4
10	85	14	7	4	4
11	82	13	7	4	4
12	84	13	7	5	4
13	84	15	6	5	3
14	86	14	5	5	2
15	90	12	6	4	0
16	90	10	6	4	4
17	88	11	6	5	4
18	87	11	6	5	4
19	87	11	6	4	
20	88	10	6	5	
21	86	9	5	4	
22	84	10	6	4	
23	79	10	6	4	
24	21	9	6	4	
25	20	10	6	4	
26	19	11	8	5	
27	19	10	7	5	
28	19	10	7	4	
29	18	10	8	4	
30	19	10	7	4	
31	20		7	4	

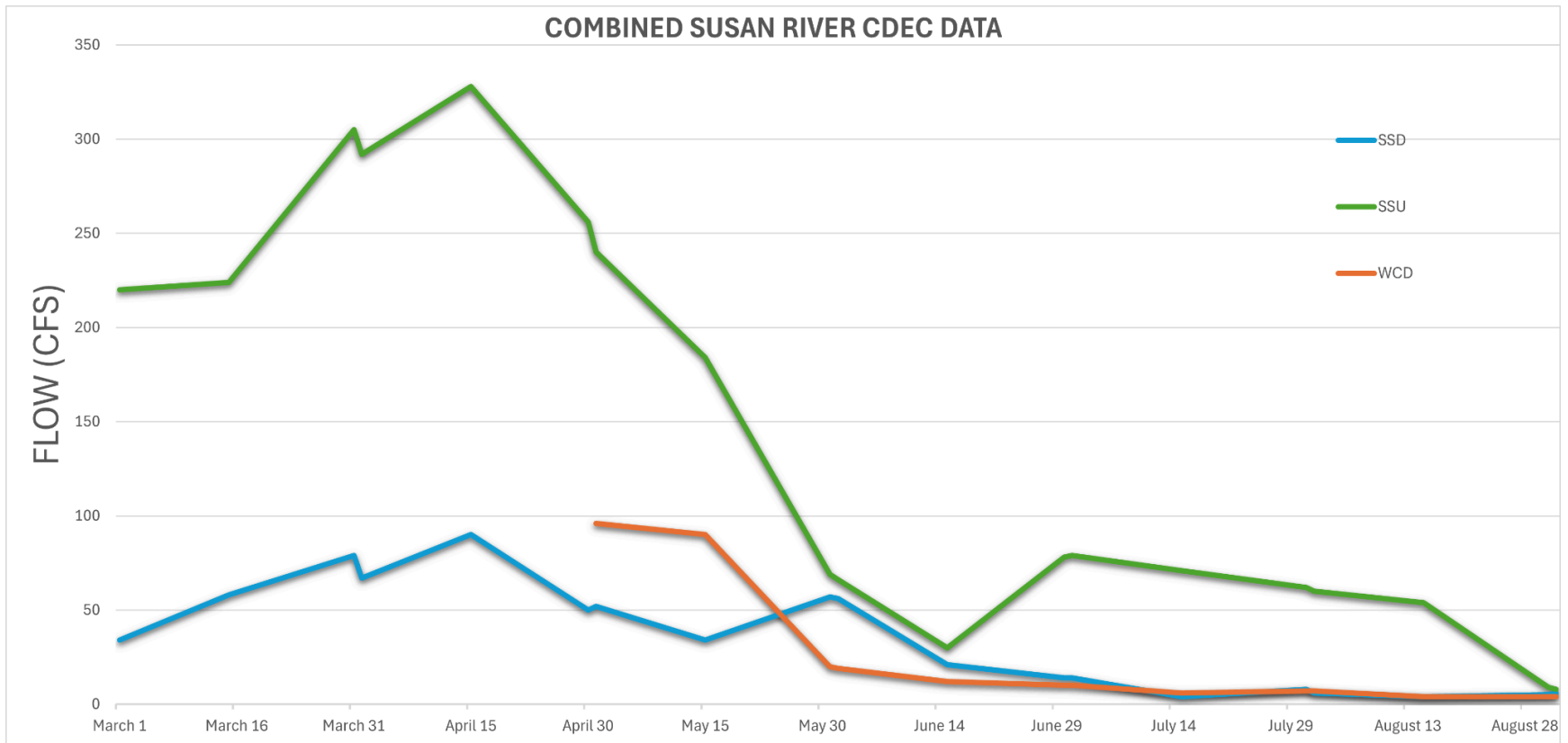
Note: These daily values were averaged from the gauge's 'Real Time' 15-minute interval data. The '0' represents known extremely high flows, overtopping the gauge sensor and reading as zeros. Data unavailable before May 1st, 2024. Values measured in CFS for the irrigation season from March 1st, 2024 to October 31st, 2024.

## Appendix B: Susan River Flow Graphs









## Appendix C: Various Points of Diversion Measurements



**McCoy Flat Reservoir Outflow - Diversion # 6**

Day	June	July	August	September	October
1					
2		59.3			
3	1.17				
4					
5					
6					
7					
8					
9			45.3		
10					
11					
12		56	45.3		
13					
14	1.17				
15					
16		54.5			
17					
18					
19			24.6		
20	61.8				
21	61.8				
22		53.7			
23			25.2		
24		52.1			
25	60.9				
26			24.9		
27			1.1		
28					
29		49			
30					
31					

Note: LIC began diverting water from McCoy Flat on June 20, 2024.  
 Water release from McCoy flat reservoir ended on August 27, 2024.

**Gold Run Creek - Diversion # 187**

Day	July	August	September	October
1				
2				
3				
4				
5				
6		1.96		
7				
8				
9				
10				
11				
12				
13		2.01		
14				
15				
16				
17				
18				
19		2.9		
20				
21				
22				
23				
24				
25				
26				
27				
28		3		
29				
30				
31				

**Willow Creek - Diversion # 118**

Day	May	June	July	August	September	October
1	7.1					
2						
3						
4						
5						
6				8.26		
7						
8						
9						
10			6.44			
11						
12						
13						
14						
15						
16						
17						
18		7.14	6.72			
19				7.05		
20						
21						
22						
23						
24						
25						
26				6.82		
27						
28						
29						
30			8.56			
31						