
CITY OF SUSANVILLE
66 North Lassen Street ♦ Susanville CA
Kevin Stafford, Mayor
Joseph Franco, Mayor pro tem
Brian Moore * Mendy Schuster * Brian R. Wilson

SUSANVILLE COMMUNITY DEVELOPMENT AGENCY SUSANVILLE MUNICIPAL ENERGY CORPORATION
SUSANVILLE PUBLIC FINANCING AUTHORITY

Susanville City Council
Regular Meeting ♦ City Council Chambers
July 3, 2019 – 7:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 19-5676

Next Ordinance No. 19-1017

- 1 APPROVAL OF AGENDA:** (Additions and/or Deletions)
- 2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS** (if any): Any person may address the Council at this time upon any subject for discussion during Closed Session.
- 3 CLOSED SESSION:** No business.
- 4 RETURN TO OPEN SESSION:** (recess if necessary)
 - *Reconvene in open session at 7:00 p.m.*
 - *Pledge of allegiance*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Moment of Silence or Thought for the Day: Gwenna MacDonald*
 - *Proclamations, awards or presentations by the City Council:*
- 5 BUSINESS FROM THE FLOOR:**

Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting. Presentations are subject to a five-minute limit
- 6 CONSENT CALENDAR:**

All matters listed under the Consent Calendar are considered to be routine by the City Council. There will be no separate discussion on these items. Any member of the public or the City Council may request removal of an item from the Consent Calendar to be considered separately.

 - A Receive and File Finance Reports: May 2019
 - B Receive and File Golf Course Report
 - C Approve appointment of Cheryl Holmes to the Susanville Loan Committee
- 7 PUBLIC HEARINGS:**
 - A Consider **Resolution No. 19-5673** setting assessments for Historic Uptown Susanville Association (HUSA) Fiscal Year 2019/2020

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

- A Consider approval of vendor warrants numbered 204164 through 204328 for a total of \$476,351.26 including \$341,801.41 in payroll warrants
- B Consider **Resolution No. 19-5672** approving agreement with REY Engineers, Inc. for professional services providing PS&E service for the Susanville Gateway Project
- C Consider **Resolution No. 19-5674** authorizing application for funding through Prop 68 grant
- D Consider **Resolution No. 19-5675** authorizing execution of agreement with C&S Companies for the five year contract to provide Planning and Engineering and Construction Management Services for the Airport
- E Consider request for Civic Contribution donation from the Lassen County Fair
- F Consider request for Civic Contribution donation from the Lassen County Arts Council
- G Consider request for Civic Contribution donation from the Susanville Bluegrass Festival

10 **SUSANVILLE COMMUNITY DEVELOPMENT AGENCY:** No business.

11 **SUSANVILLE MUNICIPAL ENERGY CORPORATION:** No business.

12 **CONTINUING BUSINESS:**

- A Consider **Ordinance No. 19-1016** adding Chapter 5.40 entitled "Mobile Food Truck" to the City of Susanville Municipal Code: Waive second reading and adopt

13 **CITY ADMINISTRATOR'S REPORTS:** No business.

14 **COUNCIL ITEMS:**

- A AB1234 travel reports:

15 **ADJOURNMENT:**

- **The next regular meeting of the Susanville City Council will be held on July 17, 2019 at 6:00 p.m.**

Reports and documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours and at the meeting. These reports and documents are also available at the City's website www.cityofsusanville.org, unless there were systems problems posting to the website.

Accessibility: An interpreter for the hearing-impaired may be made available upon request to the City Clerk seventy-two hours prior to a meeting. A reader for the vision-impaired for purposes of reviewing the agenda may be made available upon request to the City Clerk. The location of this meeting is wheelchair-accessible.

I, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for July 3, 2019 in the areas designated on June 28, 2019.


Gwenna MacDonald, City Clerk

Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted By: Deborah Savage, Finance Manager

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly Finance Reports

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Attached for the Council's review is the cash and investment report and the summary report of revenues, expenditures and projected fund balances for the month of May.

FISCAL IMPACT: None

ACTION

REQUESTED: Motion to receive and file monthly finance reports.

ATTACHMENTS: Pooled cash and investments report
Cash and Investment report
Receipts and disbursements report
Revenues, expenses and fund balances report

POOLED CASH & INVESTMENTS

May 31, 2019

POOLED CASH FUND	
Tri-Counties - Checking	384,203
LAIF	16,137,426
Total Cash & Investments	<u>16,521,629</u>

Pooled Cash Allocation:

General	2,044,494
General Fund Reserves	1,658,257
General Restricted	45,549
Special Revenue	1,808,699
Capital Projects	13,848
Debt Service	483,794
Enterprise	
Airport	2,969
Airport (CIP)	36,926
Geothermal	259,279
Golf Course	(47,780)
Natural Gas	5,866,487
Water	3,271,856
Internal Service	963,259
Trust & Agency	113,992
Total Cash & Inv. Allocations	<u>16,521,629</u>

CASH WITH FISCAL AGENTS

May 31, 2019

General	
Special Revenue	
Capital Projects	
Debt Service	0
Enterprise	3,936,447
Internal Service	
Trust & Agency	
Total Cash with Fiscal Agents	<u>3,936,447</u>
GRAND TOTAL	<u>20,458,077</u>

S:/Finance/Debi/Council Cash & Investments Report

6/27/2019 9:16

Totals may not add due to rounding

CITY OF SUSANVILLE
 COMBINED CASH AND INVESTMENTS
 MAY 31, 2019

COMBINED ACCOUNTS

9999-1011-002	TRI COUNTIES BANK	384,202.91
9999-1030-001	LAIF	16,137,426.49
		<hr/>
	TOTAL COMBINED CASH AND INVESTMENTS	16,521,629.40
9999-1000-000	CLAIM ON CASH	(16,521,629.40)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

RESTRICTED FUNDS

1001	ALLOCATION TO GF-DEPOSITS PAYABLE	8,991.66
1002	ALLOCATION TO GF-ECONOMIC DEVELOPMENT	3,576.36
1003	ALLOCATION TO FLOOD/EMERGENCY DECLARATIONS	140,000.91
1004	ALLOCATION TO GF-PANCERA	18,979.63
1005	ALLOCATION TO GF-RESERVE ACCOUNT	1,369,710.94
1006	ALLOCATION TO POLICE FACILITIES & EQUIP FUND	48,517.64
1007	ALLOCATION TO FIRE FACILITIES & EQUIP FUND	147,236.27
1008	ALLOCATION TO ADMIN SVCS FACILITIES & EQUIP	92,792.23
2002	ALLOCATION TO STATE COPS	72,347.37
2005	ALLOCATION TO ROAD MAINT AND REHAB SB-1	354,129.43
2006	ALLOCATION TO SNOW REMOVAL	17,514.23
2007	ALLOCATION TO STREETS & HIGHWAYS	(16,767.18)
2008	ALLOCATION TO TOBACCO GRANT	(29,626.29)
2010	ALLOCATION TO STREET MITIGATION	52,591.92
2011	ALLOCATION TO POLICE MITIGATION	20,505.47
2012	ALLOCATION TO FIRE MITIGATION	113,413.97
2013	ALLOCATION TO PARK DEDICATION FUND	157,384.27
2016	ALLOCATION TO CDBG REVOLVING LOAN FUND	4,501.14
2018	ALLOCATION TO HOME REVOLVING FUND	465,303.60
2030	ALLOCATION TO TRAFFIC SAFETY	55,888.24
2035	ALLOCATION TO TRAFFIC SIGNALS FUND	82,331.67
2037	ALLOCATION TO SKYLINE BICYCLE LANE	9,400.21
2040	ALLOCATION TO CDBG RIVERSIDE GRANT REHAB	329,718.45
4003	ALLOCATION TO CITY HALL	40,712.11
4004	ALLOCATION TO 2013 CALPERS REFUNDING LOAN	433,902.15
4005	ALLOCATION TO COMMUNITY POOL DEBT SERVICE	9,180.17
7111	ALLOCATION TO WATER RATE STABILIZATION FUND	3,000,000.00
7114	ALLOCATION TO WATER CAPITAL IMPROVEMENTS	587,726.56
7202	ALLOCATION TO AIRPORT CIP FUND	36,925.76
7402	ALLOCATION TO NATURAL GAS STABILIZATION FUND	1,807,075.00
7610	ALLOCATION TO OPEB	10,697.31
7630	ALLOCATION TO RISK MANAGEMENT FUND	450,927.73
7650	ALLOCATION TO PAYROLL	210,798.42
8401	ALLOCATION TO HUSA BUSINESS IMPROVE DIST	12,011.78
8402	ALLOCATION TO LAFCO	45,902.78
8403	ALLOCATION TO SEC 125 & AFLAC	2,712.47
8404	ALLOCATION TO AIR POLLUTION	135,126.56
8405	ALLOCATION TO AIR POLLUTION-CARL MOYER	120,102.39
8406	ALLOCATION TO REGIONAL WATER MANAGEMENT GROU	(214,593.19)

CITY OF SUSANVILLE
 COMBINED CASH AND INVESTMENTS
 MAY 31, 2019

8407	ALLOCATION TO AIR POLLUTION- CCI REDUCTION	12,729.37
	ALLOCATIONS TO RESTRICTED FUNDS	10,220,379.51
	<u>UNRESTRICTED FUNDS</u>	
1000	ALLOCATION TO GENERAL FUND	2,044,494.14
3015	ALLOCATION TO CITY HALL PARKING LOT PROJECT	13,847.97
7110	ALLOCATION TO WATER SYSTEM	(349,746.37)
7112	ALLOCATION TO JOHNSTONVILLE WATER SYSTEM	33,875.75
7201	ALLOCATION TO AIRPORT	(2,968.82)
7301	ALLOCATION TO GEOTHERMAL UTILITY	259,279.20
7401	ALLOCATION TO NATURAL GAS	4,059,412.13
7530	ALLOCATION TO GOLF COURSE	(47,779.80)
7620	ALLOCATION TO PW ADMIN & ENGINEERING FUND	290,835.69
	ALLOCATIONS TO UNRESTRICTED FUNDS	6,301,249.89
	TOTAL ALLOCATIONS TO OTHER FUNDS	16,521,629.40
	ALLOCATION FROM COMBINED CASH FUND - 9999-1000-000	(16,521,629.40)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TRI-COUNTIES BANK

		\$490,536.70	
5/1/2019		\$34,902.61	\$525,439.31
5/1/2019		\$12,187.11	\$537,626.42
5/1/2019	-\$18,248.91		\$519,377.51
5/2/2019		\$17,549.31	\$536,926.82
5/2/2019		\$10,121.99	\$547,048.81
5/3/2019		\$11,879.88	\$558,928.69
5/3/2019		\$13,067.73	\$571,996.42
5/6/2019		\$98,758.29	\$670,754.71
5/6/2019		\$10,897.63	\$681,652.34
5/7/2019	-\$112,976.48		\$568,675.86
5/7/2019	-\$2,703.23		\$565,972.63
5/7/2019	-\$33,862.78		\$532,109.85
5/7/2019	-\$4,732.10		\$527,377.75
5/7/2019	-\$1,485.15		\$525,892.60
5/7/2019	-\$29,814.73		\$496,077.87
5/7/2019	-\$4,876.32		\$491,201.55
5/7/2019		\$103,942.00	\$595,143.55
5/7/2019		\$13,332.75	\$608,476.30
5/7/2019		\$4,847.29	\$613,323.59
5/8/2019		\$390.50	\$613,714.09
5/8/2019		\$30,070.41	\$643,784.50
5/8/2019		\$6,281.32	\$650,065.82
5/9/2019		\$1,092.56	\$651,158.38
5/9/2019		\$2,151.78	\$653,310.16
5/9/2019		\$1,779.70	\$655,089.86
5/9/2019		\$1,963.44	\$657,053.30
5/9/2019		\$2,729.93	\$659,783.23
5/9/2019		\$46.93	\$659,830.16
5/9/2019		\$1,409.00	\$661,239.16
5/9/2019		\$1,355.22	\$662,594.38
5/9/2019	-\$432,000.00		\$230,594.38
5/9/2019	-\$0.59		\$230,593.79
5/9/2019	-\$591.51		\$230,002.28
5/9/2019	-\$8,107.65		\$221,894.63
5/9/2019	-\$35.00		\$221,859.63
5/9/2019	-\$10.00		\$221,849.63
5/9/2019	-\$116.96		\$221,732.67
5/9/2019	-\$29,395.42		\$192,337.25
5/9/2019		\$16,130.75	\$208,468.00
5/9/2019		\$5,982.69	\$214,450.69
5/9/2019			\$214,450.69
5/10/2019		\$26,837.22	\$241,287.91
5/10/2019		\$5,209.92	\$246,497.83
5/10/2019		\$1,730.24	\$248,228.07
5/13/2019		\$52,166.31	\$300,394.38
5/13/2019		\$7,708.94	\$308,103.32
5/14/2019	-\$190.00		\$307,913.32
5/14/2019		\$99,546.06	\$407,459.38
5/14/2019		\$6,781.56	\$414,240.94
5/14/2019		\$4,670.90	\$418,911.84
5/15/2019		\$1,146,704.56	\$1,565,616.40
5/15/2019		\$3,834.07	\$1,569,450.47
5/16/2019	-\$177,933.17		\$1,391,517.30
5/16/2018		\$28,290.45	\$1,419,807.75

TRI-COUNTIES BANK

5/16/2018		\$5,052.00	\$1,424,859.75
5/17/2019	-\$1,195.04		\$1,423,664.71
5/17/2019		\$7,428.82	\$1,431,093.53
5/17/2019		\$4,571.08	\$1,435,664.61
5/17/2019	-\$45.00		\$1,435,619.61
5/17/2019		\$1,023.60	\$1,436,643.21
5/17/2019		\$331.06	\$1,436,974.27
5/17/2019		\$634.37	\$1,437,608.64
5/17/2019		\$11.28	\$1,437,619.92
5/17/2019		\$1,327.61	\$1,438,947.53
5/17/2019		\$335.55	\$1,439,283.08
5/17/2019		\$956.65	\$1,440,239.73
5/17/2019		\$414.30	\$1,440,654.03
5/17/2019		\$827.19	\$1,441,481.22
5/17/2019	-\$470.91		\$1,441,010.31
5/17/2019	-\$59.49		\$1,440,950.82
5/17/2019	-\$105.00		\$1,440,845.82
5/17/2019	-\$52.56		\$1,440,793.26
5/17/2019	-\$3,714.28		\$1,437,078.98
5/17/2019	-\$66,908.00		\$1,370,170.98
5/17/2019	-\$1,174,000.00		\$196,170.98
5/20/2019	-\$1,490.00	\$42,021.64	\$236,702.62
5/20/2019		\$7,752.37	\$244,454.99
5/20/2019		\$1,956.92	\$246,411.91
5/21/2019		\$0.20	\$246,412.11
5/21/2019		\$1,147,000.00	\$1,393,412.11
5/21/2019		\$450,000.00	\$1,843,412.11
5/21/2019	-\$461,100.00		\$1,382,312.11
5/21/2019	-\$686,225.00		\$696,087.11
5/21/2019	-\$330,000.00		\$366,087.11
5/21/2019	-\$114,565.24		\$251,521.87
5/21/2019	-\$4,698.28		\$246,823.59
5/21/2019	-\$51.00		\$246,772.59
5/21/2019	-\$34,588.89		\$212,183.70
5/21/2019	-\$4,719.35		\$207,464.35
5/21/2019	-\$1,507.95		\$205,956.40
5/21/2019	-\$29,870.33		\$176,086.07
5/21/2019	-\$77,440.00		\$98,646.07
5/21/2019	-\$1,184.45		\$97,461.62
5/21/2019	-\$331.70		\$97,129.92
5/21/2019	-\$582.25		\$96,547.67
5/21/2019	-\$10,211.82		\$86,335.85
5/21/2019		\$39,935.58	\$126,271.43
5/21/2019		\$4,912.93	\$131,184.36
5/22/2019		\$17,996.32	\$149,180.68
5/22/2019		\$3,477.09	\$152,657.77
5/23/2019	-\$61,715.98		\$90,941.79
5/23/2019		\$13,402.51	\$104,344.30
5/23/2019		\$7,192.04	\$111,536.34
5/23/2019		\$744.46	\$112,280.80
5/24/2019		\$36,928.04	\$149,208.84
5/24/2019		\$5,331.31	\$154,540.15
5/28/2019	-\$221.07		\$154,319.08
5/28/2019	-\$2,569.33		\$151,749.75
5/28/2019	-\$567.30	\$22,930.05	\$174,112.50

TRI-COUNTIES BANK

5/28/2019		\$9,668.18	\$183,780.68
5/29/2019		\$253.01	\$184,033.69
5/29/2019		\$23,485.41	\$207,519.10
5/29/2019		\$97.79	\$207,616.89
5/29/2019		\$115.28	\$207,732.17
5/29/2019		\$79,501.18	\$287,233.35
5/29/2019		\$1,347.24	\$288,580.59
5/29/2019		\$1,087.50	\$289,668.09
5/29/2019		\$301.49	\$289,969.58
5/29/2019		\$383.77	\$290,353.35
5/29/2019		\$123.45	\$290,476.80
5/29/2019		\$259.52	\$290,736.32
5/29/2019		\$351.54	\$291,087.86
5/29/2019		\$531.30	\$291,619.16
5/29/2019		\$521.12	\$292,140.28
5/29/2019		\$9.14	\$292,149.42
5/29/2019		\$274.50	\$292,423.92
5/29/2019		\$10,435.54	\$302,859.46
5/29/2019		\$7,021.01	\$309,880.47
5/29/2019		\$2,327.22	\$312,207.69
5/30/2019	-\$18,091.74		\$294,115.95
5/30/2019		\$10,623.38	\$304,739.33
5/30/2019		\$14,220.28	\$318,959.61
5/30/2019		\$28,725.68	\$347,685.29
5/30/2019		\$1,136.23	\$348,821.52
5/30/2019		\$1,022.55	\$349,844.07
5/31/2019	-\$3.00	\$26,434.89	\$376,275.96
5/31/2019		\$720.22	\$376,996.18
5/31/2019		\$8,995.08	\$385,991.26
5/31/2019	-\$360.00		\$385,631.26
5/31/2019	-\$143.96		\$385,487.30
5/31/2019		\$350.15	\$385,837.45
5/31/2019	-\$156.31		\$385,681.14
5/31/2019	-\$32.90		\$385,648.24
5/31/2019	-\$52.98		\$385,595.26
5/31/2019	-\$591.51		\$385,003.75
5/31/2019	-\$800.84		\$384,202.91

<i>s:/Debi/fund Balances Report</i>		Audited			Unaudited
		6/30/18	YTD	YTD	MAY
Fund #	Fund Title	Fund Balance	Revenue	Expenditures	Fund Balance
					5/31/19
100X	General Fund	3,558,023	5,827,530	5,403,877	3,981,676
2002	State COPS	60,263	119,654	107,932	71,985
2005	Road Maintenance & Rehab SB-1	105,158	248,971		354,129
2006	Snow Removal	46,024	14,031	42,541	17,514
2007	Streets	(211,421)	2,156,588	2,037,456	(92,289)
2008	DOJ Tobacco Grant	0	0	29,626	(29,626)
2010	Street Mitigation	43,537	9,056		52,593
2011	Police Mitigation	9,620	10,887		20,507
2012	Fire Mitigation	141,188	12,511	40,286	113,414
2013	Park Dedication	160,335	4,862	7,799	157,398
2016	State Comm. Dev. Rev.FD	956,930	9,725	104,875	861,780
2018	Home Revolving Fund	752,150	15,016	14,335	752,831
2030	Traffic Safety	51,521	4,369		55,890
2035	Traffic Signals Fund	80,544	1,785		82,329
2037	Skyline Bicycle Lane	8,813	588		9,401
2040	CDBG Riverside Drive Project	306,285	102,514	79,081	329,718
3015	City Hall Parking Lot	13,848			13,848
4003	City Hall Debt Service	52,259	126,852	138,399	40,713
4004	2013 CalPERS Refunding Loan	481,503	422,906	470,507	433,902
4005	Community Pool Debt Service	630	92,510	83,960	9,180
711X	Water Funds	3,624,084	2,303,504	2,833,966	3,093,622
720X	Airport	2,184,445	145,439	283,901	2,045,983
7301	Geothermal	551,215	92,122	89,805	553,532
740X	Natural Gas	494,649	4,552,734	3,925,498	1,121,884
7530	Golf Course	2,370,352	258,123	281,297	2,347,179
7620	PW Admin/Engineering	168,599	177,101	77,134	268,565
7630	Risk Management	472,721	763,023	782,092	453,652
8402	LAFCO	33,348	57,565	39,980	50,933
8404	Air Pollution	198,502	153,381	211,462	140,421
8405	Air Pollution - Carl Moyer	319,563	4,375	203,835	120,103
8406	IRWM - Management Group	(59,541)		128,567	(188,107)
8407	CCI Woodsmoke Reduction	0	135,689	122,960	12,729
TOTALS		16,975,149	17,823,410	17,541,169	17,257,390

AGENDA ITEM NO. 6B

Reviewed by:  City Administrator

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Deborah Savage, Finance Manager

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Monthly Golf Course Update

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Attached for Council's review is the golf course corrected report of revenues, expenses and cash through May 31, 2019.

FISCAL IMPACT: None

ACTION REQUESTED: Information only.

ATTACHMENTS: Monthly golf course report

GOLF COURSE

Revenue (\$)

	2015-16	2016-17	2017-18	2018-19
	Revenues	Revenues	Revenues	Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,740 ²	\$8,999 ²	
General Fund			\$48,692	
	\$334,843	\$246,681	\$308,399	\$258,123

Expenses (\$)

	2015-16	2016-17	2017-18	2018-19
	Expenses	Expenses	Expenses	Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,566	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,581
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	\$64,840 *	\$63,067	\$51,564	
	\$354,275	\$314,413	\$299,189	\$281,297
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

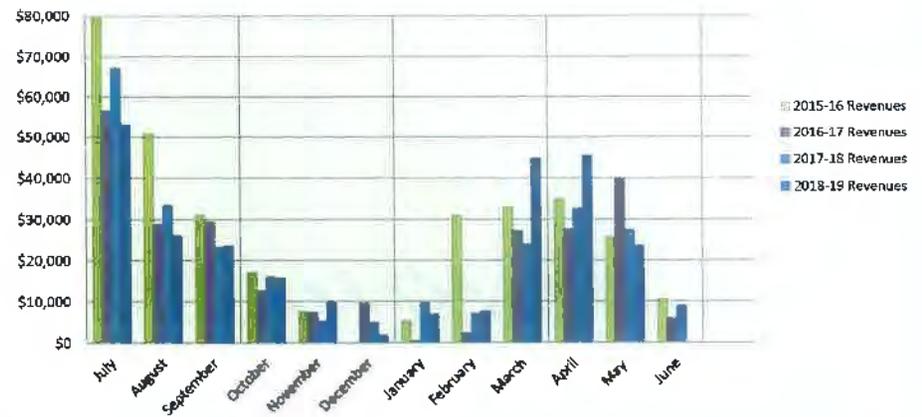
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

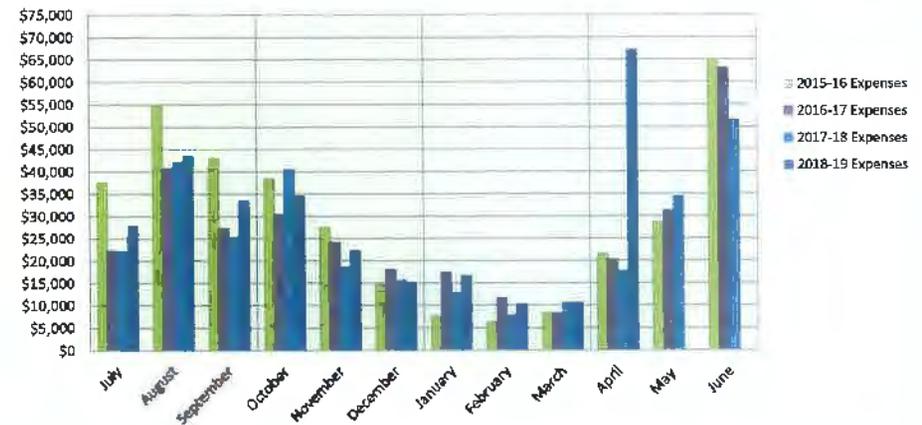
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



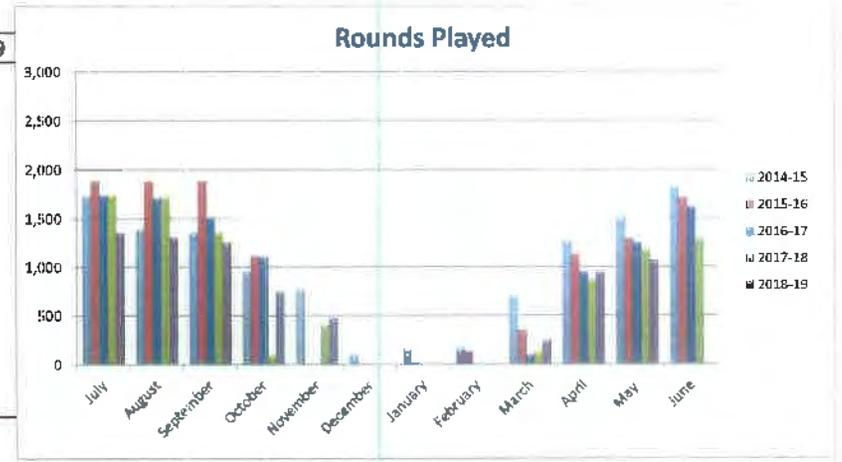
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,886	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,613	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

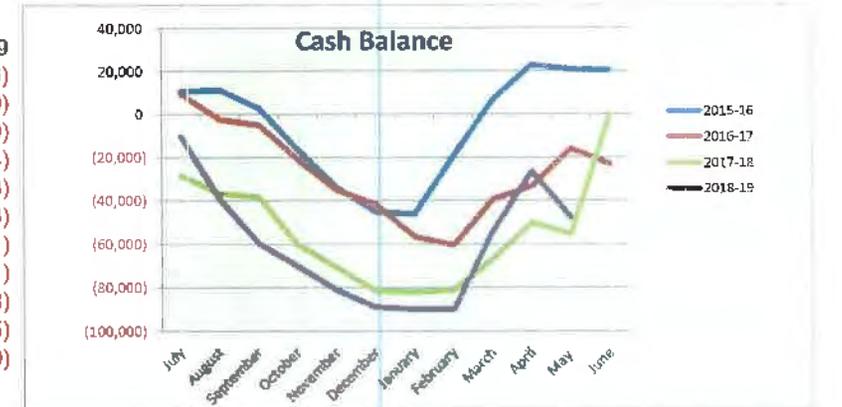


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



- (1) - General Fund transferred \$244,886 to remove negative cash
- (2) Purchase Rough Mower \$10,200
- (3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)
- (4) City transferred \$48,692 to Golf Course to remove negative cash

GOLF COURSE

Revenue (\$)

	2015-16	2016-17	2017-18	2018-19
	Revenues	Revenues	Revenues	Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,746 ²	\$8,999 ²	
General Fund	\$334,843	\$246,681	\$308,399	\$258,123

Expenses (\$)

	2015-16	2016-17	2017-18	2018-19
	Expenses	Expenses	Expenses	Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,556	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,581
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	\$64,840 *	\$63,067	\$51,564	
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

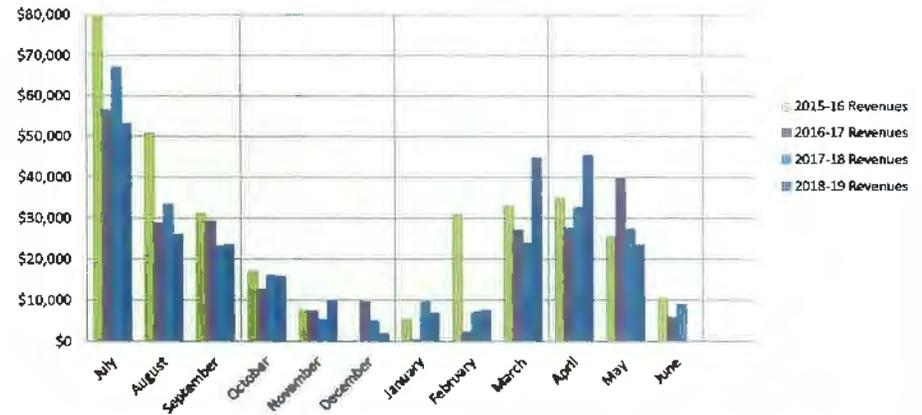
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

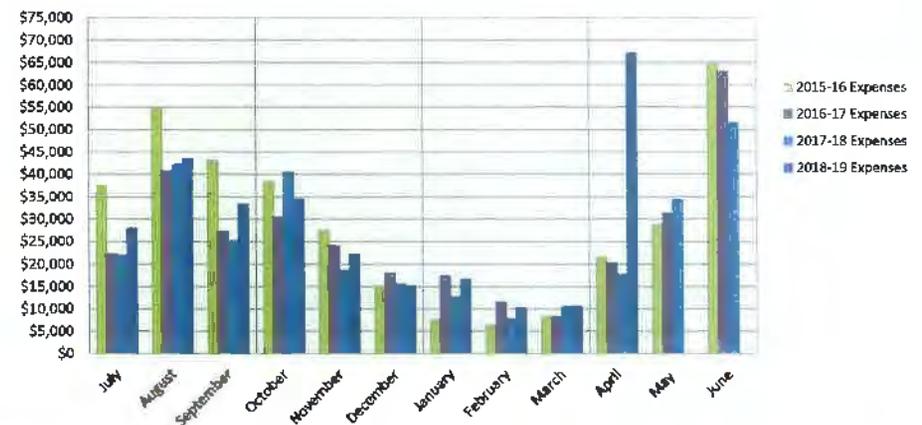
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



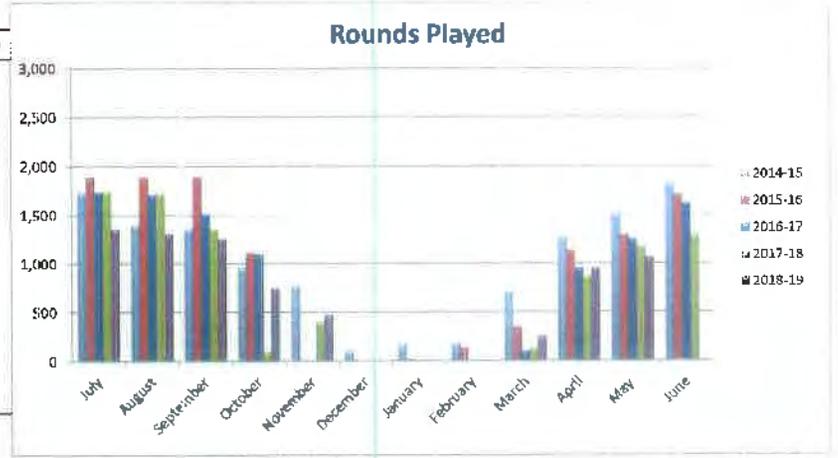
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,886	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,613	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

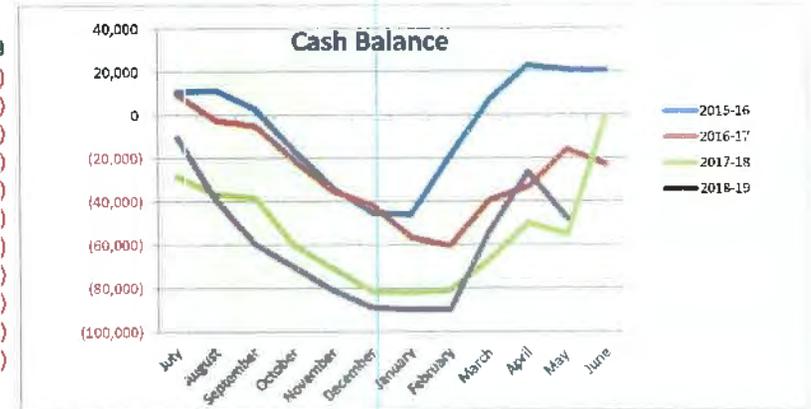


Winter Play does not include rounds played for annual members

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



- (1) - General Fund transferred \$244,886 to remove negative cash
- (2) Purchase Rough Mower \$10,200
- (3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)
- (4) City transferred \$48,692 to Golf Course to remove negative cash

GOLF COURSE

Revenue (\$)

	2015-16 Revenues	2016-17 Revenues	2017-18 Revenues	2018-19 Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,740 ²	\$8,999 ²	
General Fund	\$334,843	\$246,681	\$308,399	\$258,123

Expenses (\$)

	2015-16 Expenses	2016-17 Expenses	2017-18 Expenses	2018-19 Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,556	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,581
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	* \$64,840	\$63,067	\$51,564	
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

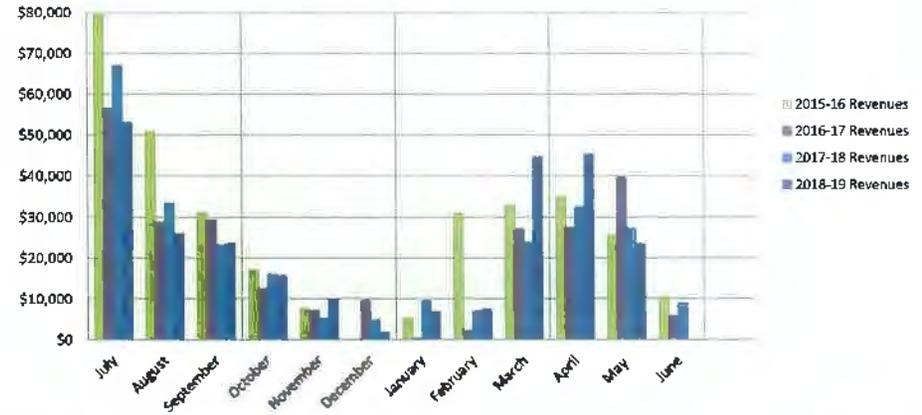
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

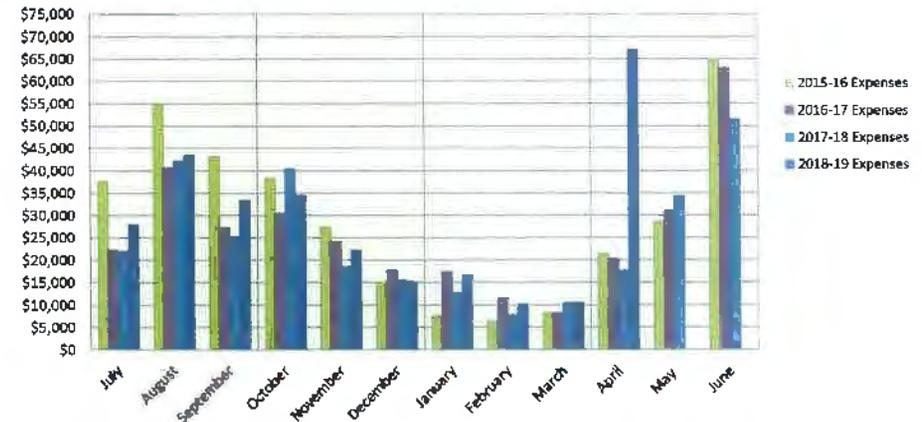
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



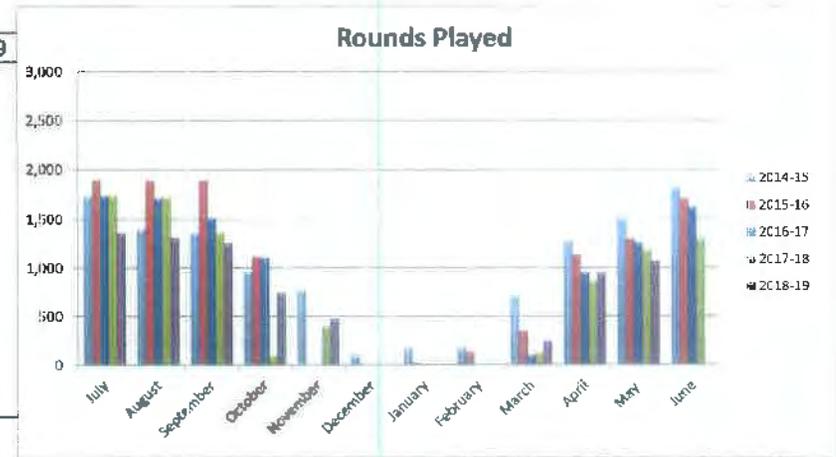
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,886	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,613	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

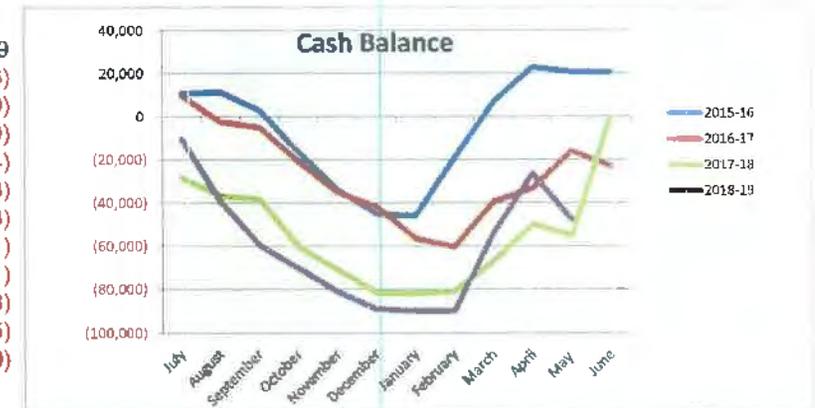


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



- (1) - General Fund transferred \$244,886 to remove negative cash
- (2) Purchase Rough Mower \$10,200
- (3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)
- (4) City transferred \$48,692 to Golf Course to remove negative cash

GOLF COURSE

Revenue (\$)

	2015-16	2016-17	2017-18	2018-19
Revenues	Revenues	Revenues	Revenues	Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,740 ²	\$8,999 ²	
General Fund	\$334,843	\$246,681	\$308,399	\$258,123

Expenses (\$)

	2015-16	2016-17	2017-18	2018-19
Expenses	Expenses	Expenses	Expenses	Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,556	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,581
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	\$64,840 *	\$63,067	\$51,564	
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

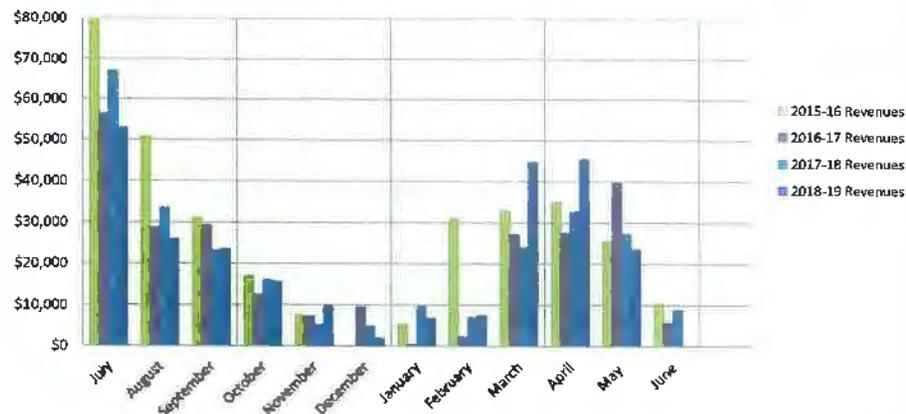
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

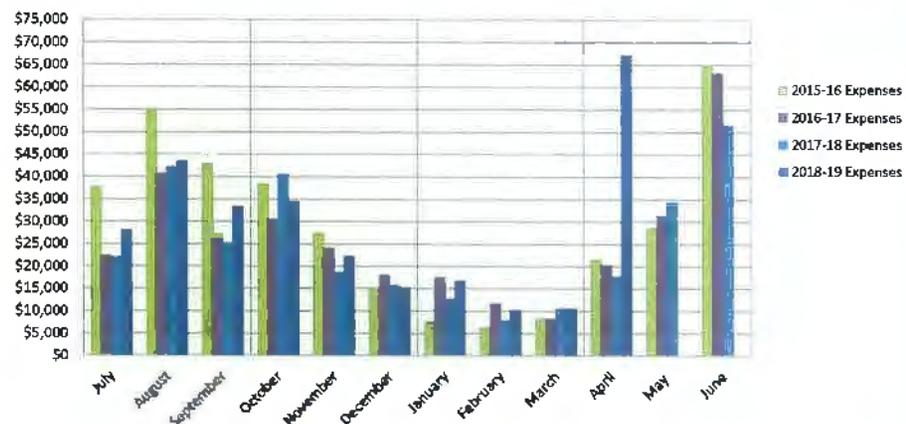
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



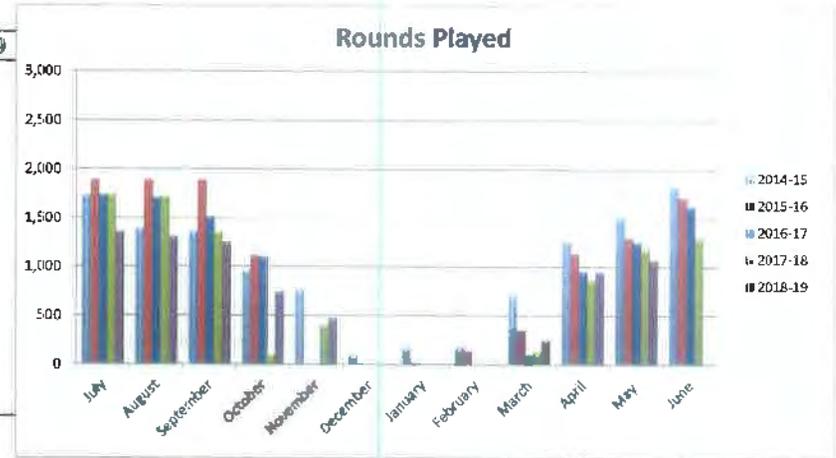
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,886	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,813	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

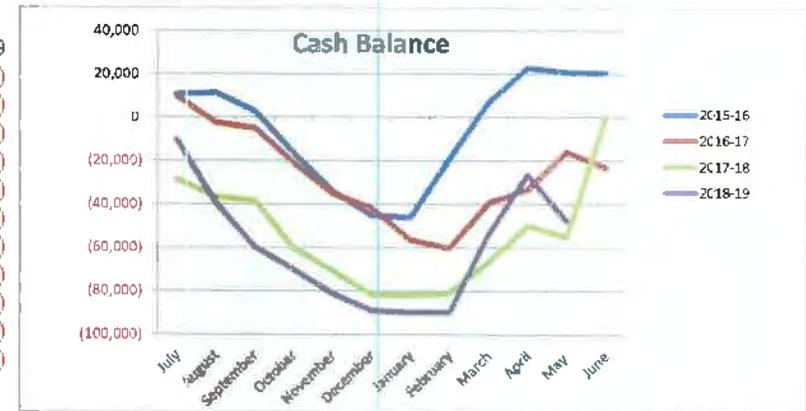


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



(1) - General Fund transferred \$244,886 to remove negative cash

(2) Purchase Rough Mower \$10,200

(3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)

(4) City transferred \$48,692 to Golf Course to remove negative cash

GOLF COURSE

Revenue (\$)

	2015-16	2016-17	2017-18	2018-19
	Revenues	Revenues	Revenues	Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,740 ²	\$8,999 ²	
General Fund	\$334,843	\$246,681	\$308,399	\$258,123

Expenses (\$)

	2015-16	2016-17	2017-18	2018-19
	Expenses	Expenses	Expenses	Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,556	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,581
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	\$64,840 *	\$63,067	\$51,564	
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

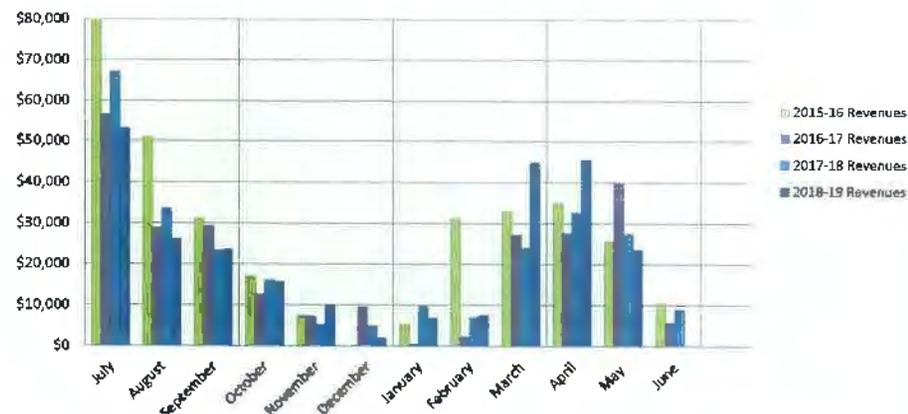
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

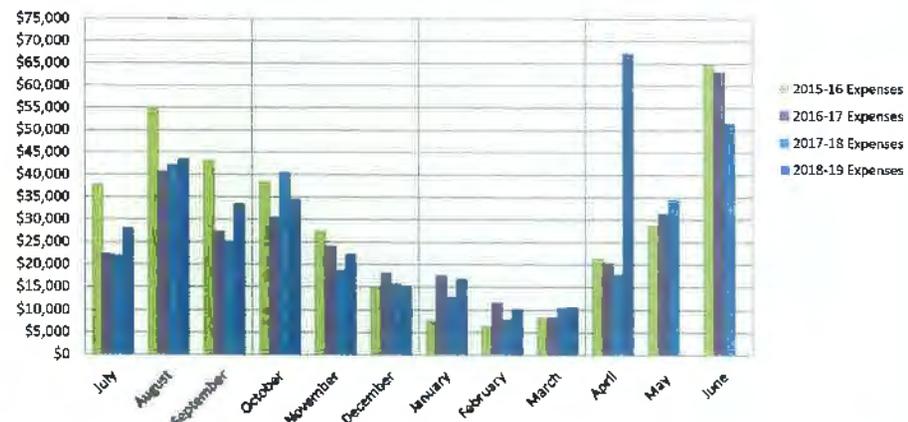
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



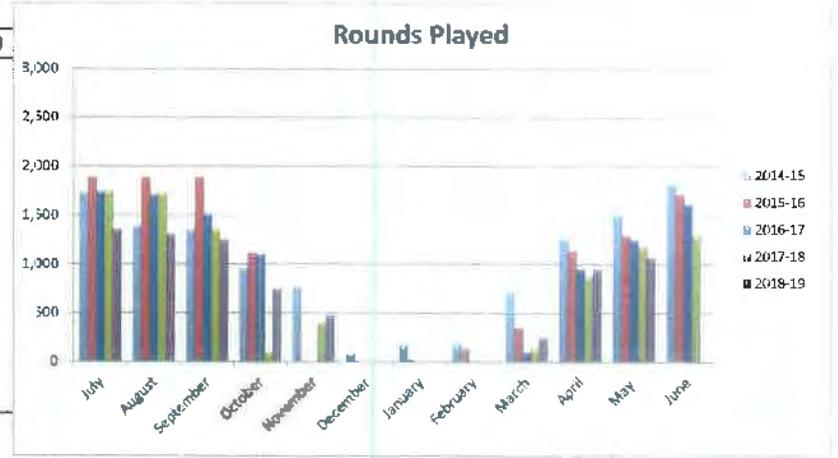
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,866	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,613	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

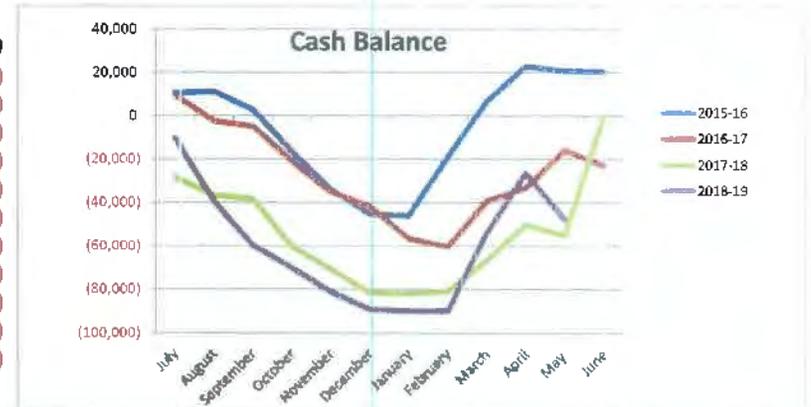


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



- (1) - General Fund transferred \$244,886 to remove negative cash
- (2) Purchase Rough Mower \$10,200
- (3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)
- (4) City transferred \$48,692 to Golf Course to remove negative cash

GOLF COURSE

Revenue (\$)

	2015-16	2016-17	2017-18	2018-19
	Revenues	Revenues	Revenues	Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,740 ²	\$8,999 ²	
General Fund	<u>\$334,843</u>	<u>\$246,681</u>	<u>\$308,399</u>	<u>\$258,123</u>

Expenses (\$)

	2015-16	2016-17	2017-18	2018-19
	Expenses	Expenses	Expenses	Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,556	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,581
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	*\$64,840	\$63,067	\$51,564	
	<u>\$354,275</u>	<u>\$314,413</u>	<u>\$299,189</u>	<u>\$281,297</u>
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

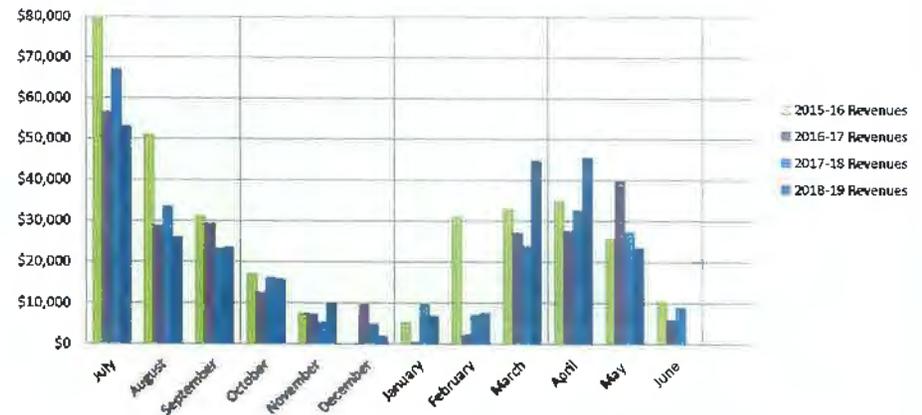
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

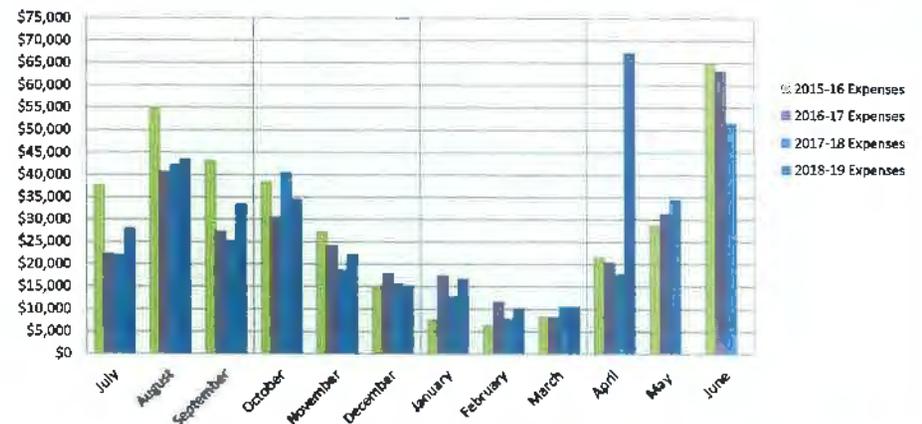
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



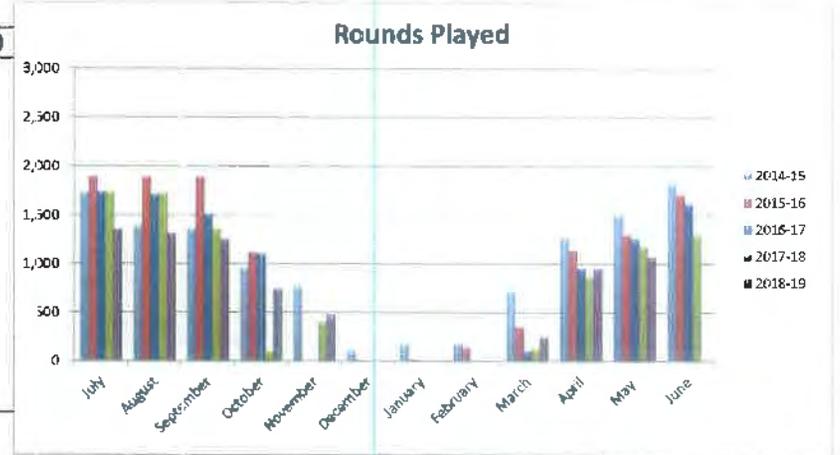
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,886	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,613	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

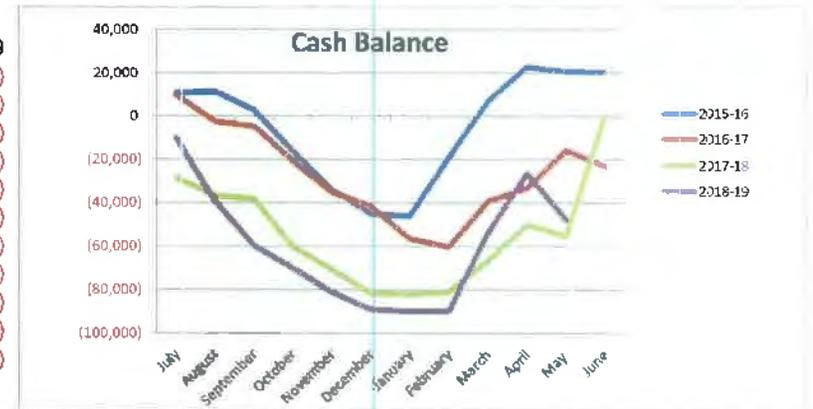


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



(1) - General Fund transferred \$244,886 to remove negative cash

(2) Purchase Rough Mower \$10,200

(3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)

(4) City transferred \$48,692 to Golf Course to remove negative cash

GOLF COURSE

Revenue (\$)

	2015-16 Revenues	2016-17 Revenues	2017-18 Revenues	2018-19 Revenues
July	\$87,642 ¹	\$56,462 ¹	\$67,065 ¹	\$53,062
August	\$50,876	\$28,757	\$33,486	\$25,976
September	\$31,187	\$29,301	\$23,244	\$23,555
October	\$17,134	\$12,538	\$16,101	\$15,712
November	\$7,544	\$7,274	\$5,240	\$9,717
December	\$5	\$9,569	\$4,865	\$1,893
January	\$5,290	\$387	\$9,634	\$6,897
February	\$30,997	\$2,207	\$7,122	\$7,586
March	\$32,949	\$27,148	\$23,891	\$44,747
April	\$35,048	\$27,502	\$32,648	\$45,445
May	\$25,647	\$39,797	\$27,413	\$23,533
June	\$10,525 ²	\$5,740 ²	\$8,999 ²	
General Fund	\$334,843	\$246,681	\$308,399	\$258,123

Expenses (\$)

	2015-16 Expenses	2016-17 Expenses	2017-18 Expenses	2018-19 Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952
August	\$54,836	\$40,668	\$42,313	\$43,502
September	\$43,223	\$27,251	\$25,149	\$33,420
October	\$38,482	\$30,455	\$40,557	\$34,460
November	\$27,487	\$24,076	\$18,643	\$22,200
December	\$15,081	\$17,947	\$15,669	\$15,148
January	\$7,588	\$17,425	\$12,698	\$16,652
February	\$6,376	\$11,556	\$7,847	\$10,173
March	\$8,322	\$8,249	\$10,583	\$10,561
April	\$21,600	\$20,289	\$17,756	\$67,208
May	\$28,715	\$31,225	\$34,431	
June	\$64,840 *	\$63,067	\$51,564	
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$23,173

* Expense higher due to pump maintenance.

(1) Revenue numbers changed for annual amounts due in this fiscal year.

(2) Revenue numbers lower for accruing annual revenues into correct period (\$30,828)

Annual Memberships received Jan-Mar that are booked in July as revenue

(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071

Annual Memberships Sold

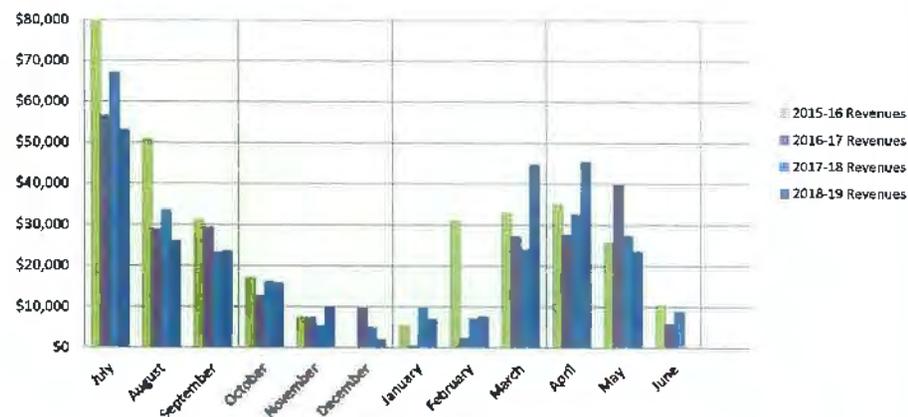
2015	61
2016	49
2017	51
2018	37
2019	36

Punch Cards Sold

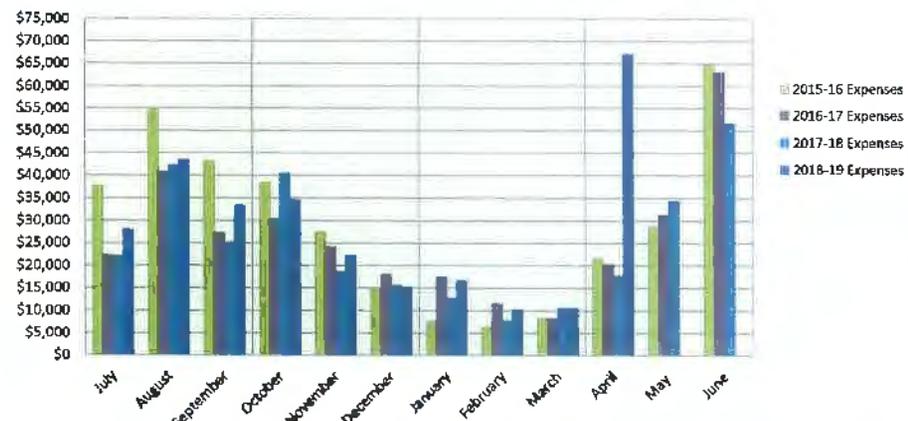
2015	127
2016	153
2017	123
2018	126
2019	40

thru May 31

Golfing Revenues



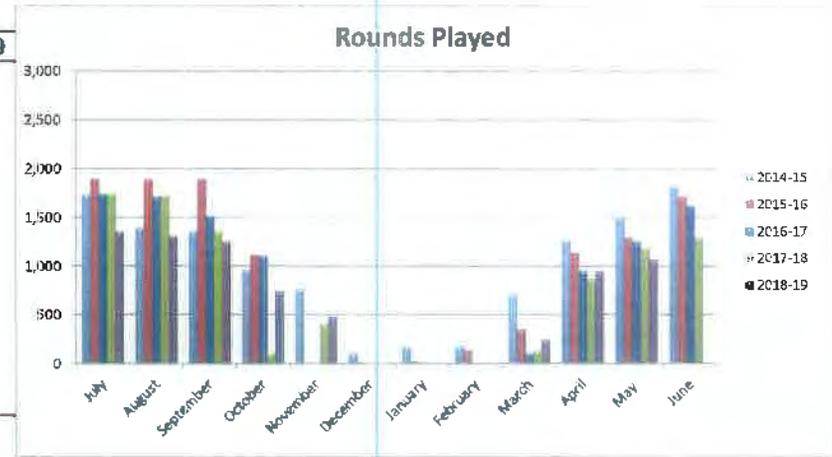
Golfing Expenses



GOLF COURSE

Rounds Played

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	1,862	1,738	1,888	1,740	1,748	1,359
August	1,609	1,398	1,880	1,715	1,734	1,308
September	1,277	1,363	1,886	1,516	1,368	1,255
October	1,163	965	1,117	1,106	105	748
November	697	777	0	0	408	477
December	66	106	15	0	0	0
January	48	183	20	3	0	0
February	41	182	134	0	0	5
March	56	717	349	104	139	249
April	1,599	1,275	1,138	958	871	956
May	1,923	1,514	1,295	1,258	1,191	1,069
June	1,613	1,831	1,714	1,621	1,302	
	11,954	12,049	11,436	10,021	8,866	7,426

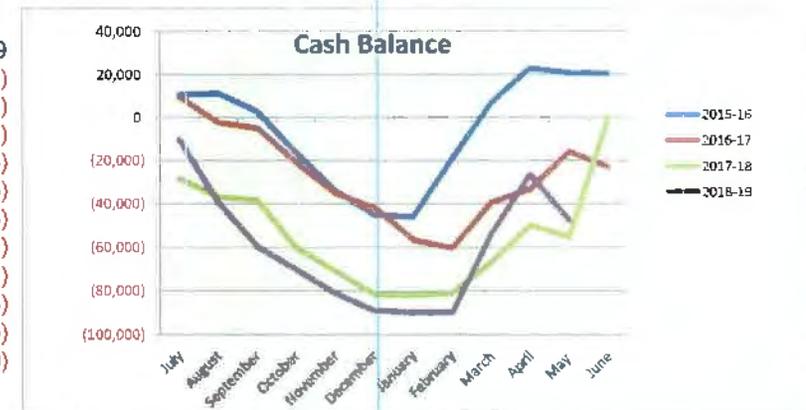


Winter Play does not include rounds played for annual members.

* Golf Course Manager unable to verify rounds played due to computer software malfunction.

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(59,679)
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(70,264)
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(81,163)
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(88,963)
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(89,811)
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)
June	47,143	52,336 ³	20,526	(23,097)	0 ⁴	



(1) - General Fund transferred \$244,886 to remove negative cash

(2) Purchase Rough Mower \$10,200

(3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)

(4) City transferred \$48,692 to Golf Course to remove negative cash

Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Appointment to fill Loan Committee vacancy

PRESENTED BY: Quincy McCourt, Project Manager

SUMMARY: The Loan Committee as established by Resolution No. 19-5631 reviews and processes requests for loans through the Community Development Block Grant Program (CDBG) and Home Investment Partnerships Program (HOME). The loan committee includes a community member who will serve for a period of two years. A letter of interest has been received from Cheryl Holmes. Ms. Holmes meets the requirement of being qualified and experienced in the field of real estate. It is staff's recommendation to appoint Ms. Holmes to serve on the loan committee from July 2019-2021.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to ratify Mayor's appointment of Cheryl Holmes to the Loan Committee.

ATTACHMENTS: Letter of Interest



AXIA HOME LOANS - SUSANVILLE BRANCH

June 10, 2019

Mr. Michael Wilson
City Administrator
City of Susanville
66 North Lassen Street
Susanville, CA 96130

RECEIVED

JUN 17 2019

City of Susanville
City Office

*cheryl.holmes@
axiahomeloans.com*

Dear Mike,

Thank you for taking my call on Friday. As we discussed, I understand there is a need for participants to be involved in the City of Susanville's Down Payment Assistance program and I would like to be considered as an applicant. I have helped borrowers with this loan program before it was revamped and certainly understand the importance of the review process for the loan packages.

I have been in the mortgage industry in Lassen County since 1997 and became the Branch Manager of Axia Home Loans in 2013 after working as the Branch Manager of Eagle Home Mortgage in Susanville for 15 years. I am licensed to lend in California, Nevada and Idaho. I also have become a Certified Mortgage Planning Specialist

If there is any additional information I can provide, or that you may need, I would love to hear from you. I can be reached at Axia Home Loans, 530-252-1533 or my cell phone of 530-260-0639.

Thank you for your consideration.
Cheryl Holmes

Cheryl Holmes, CMPS
Branch Manager
Axia Home Loans
2940 Riverside Drive, Suite C
Susanville, CA 96130
NMLS #229161



Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 19-5673**, setting assessments for Historic Uptown Susanville Association (HUSA) Fiscal Year 2019/2020

PRESENTED BY: Mike Wilson, City Administrator

SUMMARY: The *Streets and Highways Code* requires the City Council to consider the annual fiscal report of the Historical Uptown Susanville Association (HUSA), make changes or alterations to the report, and approve it by resolution. If the annual fiscal report is accepted by the City Council, the City Council then sets a public hearing to consider the levy of assessments in the parking and business improvement district identified in Chapter 5.24 of the *Susanville Municipal Code*. Resolution Number 19-5662, approved by the City Council at its June 5, 2019 meeting, set the public hearing to consider the levy of an assessment for July 3, 2019 at 7:00 p.m. Approval of Resolution No. 19-5673 establishes the authority to levy an assessment for fiscal year 2019/2020.

FISCAL IMPACT: The City collects assessments on behalf of HUSA and presently retains five (5) percent of the annual assessments collected as an administrative fee.

ACTION REQUESTED: Consider adoption of Resolution No. 19-5673 Setting Assessments for Historic Uptown Susanville Association (HUSA) for fiscal year 2019-2020.

ATTACHMENTS: Resolution No. 19-5673
Resolution No. 19-5662

RESOLUTION NO. 19-5673
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
SETTING ASSESSMENTS FOR HISTORIC UPTOWN SUSANVILLE
ASSOCIATION (HUSA) FOR FISCAL YEAR 2019/2020 PURSUANT TO
STREETS AND HIGHWAYS CODE §36534

WHEREAS, the City Council of the City of Susanville, pursuant to *Streets and Highways Code* §36534, having considered the annual fiscal report of HUSA on June 5, 2019, regarding and considering the matters set forth in *Streets and Highways Code* §36533 and the annual levy of an assessment in the parking and business improvement district known as HUSA; and

WHEREAS, the City Council, having accepted said report without any changes or alterations thereto; and

WHEREAS, the City Council, having duly advertised a public hearing on the setting of assessments in the *Lassen County Times*, a publication circulated within the city; and

WHEREAS, the City Council, having held a public hearing on the setting of assessments on July 3, 2019;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville as follows:

1 The City Council does not amend the boundaries of the assessment area set forth in the *Susanville Municipal Code*, Chapter 5.24, the business categories listed therein, or the assessment fee itself; and

2 The City Council hereby sets the assessments for HUSA for Fiscal Year 2019/2020 as follows:

	<u>Benefit Zone A</u>	<u>Benefit Zone B</u>
Type 1 - Retail:	\$350.00	\$250.00
Type 2 - Lodging/Restaurants:	\$275.00	\$200.00
Type 3 - Service/Organization:	\$225.00	\$150.00
Type 4 - Professional:	\$175.00	\$100.00
Type 5 - Financial:	\$275.00	\$250.00

The annual benefit assessment shall be billed in one lump sum each fiscal year and may be paid annually, semi-annually, or quarterly as provided in Section 3.01 of the Amended Agreement For Administration of parking and Business Improvement District dated September 2, 2009; and

3 The areas of Benefit Zones A and B are as set forth on Exhibit A, attached hereto and incorporated herein by reference; this area is the same as the area previously established in the *Susanville Municipal Code*, Chapter 5.24.

APPROVED _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 19-5673 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of July, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

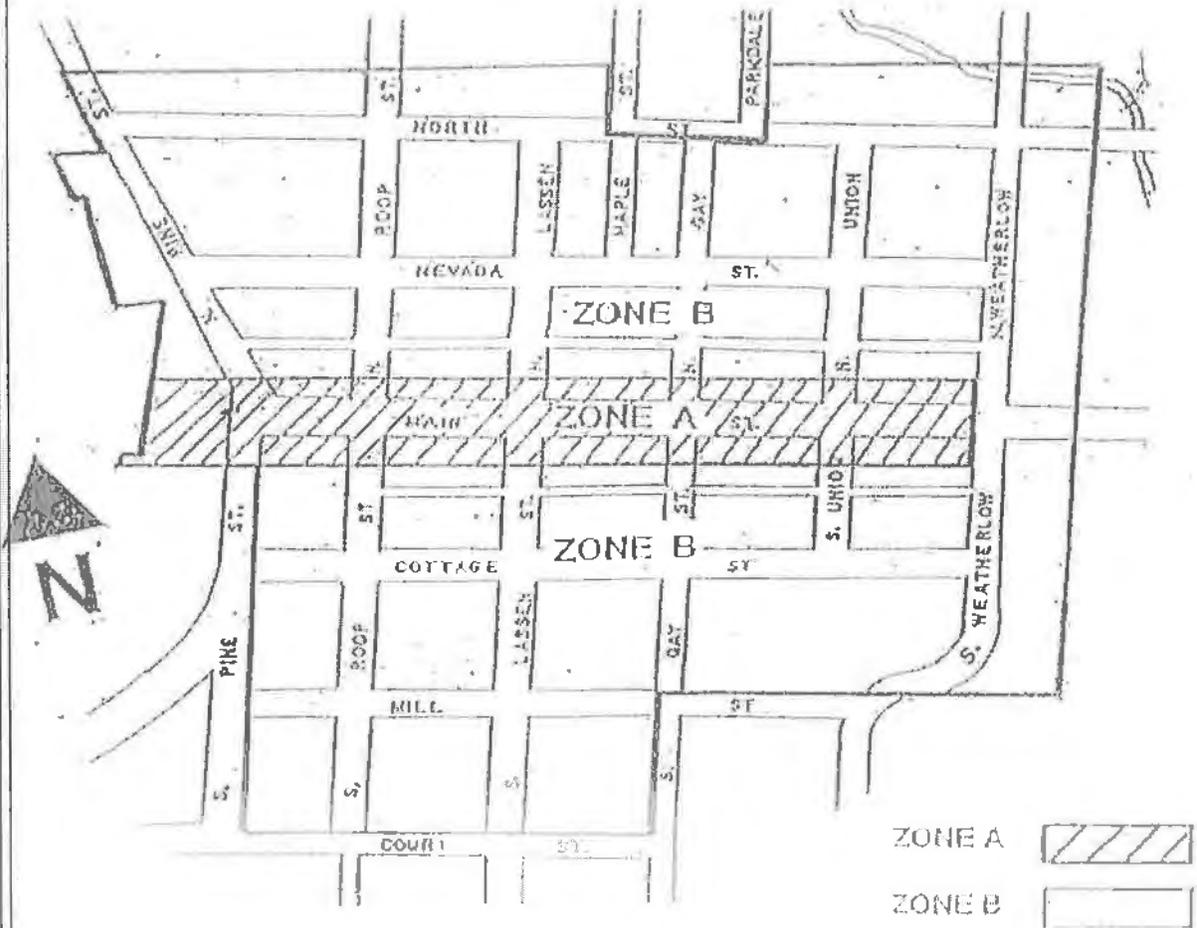
APPROVED AS TO FORM:

Jessica Ryan, City Attorney

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

EXHIBIT "A"

HISTORIC UPTOWN SUSANVILLE
BUSINESS IMPROVEMENT DISTRICT



DISTRICT BOUNDARY MAP

Amended May 2006

RESOLUTION NUMBER 19-5662
A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF
SUSANVILLE PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 36534
APPROVING ANNUAL BUDGET AND SCHEDULING PUBLIC HEARING TO
CONSIDER SETTING ASSESSMENTS FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Susanville pursuant to Streets and Highways Code Section 36534 having considered the annual report of Historic Uptown Susanville Association on June 5, 2019, regarding and considering the matters set forth in Streets and Highways Code Section 36533 and the annual levy of an assessment in Historic Uptown Susanville Association (HUSA); and

WHEREAS, the City Council having approved said report, and not having made any changes or alteration thereto.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The public hearing to consider the levy of an assessment in the business improvement district identified in the *Susanville Municipal Code*, Chapter 5.24 is hereby scheduled for July 3, 2019 at 7:00 p.m. and the City Clerk is directed to publish a copy of this Resolution as notice of said public hearing in the Lassen County Times, a publication circulated within the city, no later than seven (7) days before said hearing, at which time written and oral protests may be made. The form and manner of those protests shall comply with Sections 36524 and 36525 of the Streets and Highways Code; and

2. The City Council does not intend to amend the boundaries of the assessment area set forth in *Susanville Municipal Code*, Chapter 5.24 the business categories listed therein, or the assessment fee itself; and

3. It is the intent of the City Council to levy an assessment in the same amount as presently exists, as follows:

	Benefit Zone A	Benefit Zone B
Type 1 - Retail	\$350.00	\$250.00
Type 2 - Lodging & Restaurants	\$275.00	\$200.00
Type 3 - Service & Organization	\$225.00	\$150.00
Type 4 - Professional	\$175.00	\$100.00
Type 5 - Financial	\$275.00	\$250.00

The annual benefit assessment shall be billed in one lump sum each fiscal year and may be paid annually, semi-annually, or quarterly as provided in Section 3.01 of the Amended Agreement For Administration of parking and Business Improvement District dated September 2, 2009; and

4. The areas of Benefit Zone A and B are as set forth on Exhibit A attached hereto and incorporated herein by reference; this area is the same as the area previously established in the *Susanville Municipal Code*, Chapter 5.24, and

5. The City Council has made no changes to the annual report of HUSA; and

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

6. Any interested person may review the annual report of HUSA on file with the City Clerk.

APPROVED: Kevin Stafford
Kevin Stafford, Mayor

ATTEST: Gwenna MacDonald
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 5th day of June, 2019, by the following vote:

AYES: Franco, Schuster and Stafford
NOES: Moore and Wilson
ABSENT: None
ABSTAINING: None

Gwenna MacDonald
Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: Jessica Ryan
Jessica Ryan, City Attorney

Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Deborah Savage, Finance Manager

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated June 8, 2019 through June 21, 2019 numbered 204164 through 204328.

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$ 134,549.85 plus \$ 341,801.41 in payroll warrants, for a total of \$ 476,351.26.

ACTION

REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

Report Criteria:
 Report type: GL detail
 Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/11/2019	204164	728	U S POSTMASTER	UB BILLING GAS	061119	1	7401-430-62-46	POSTAGE	86.46	86.46
06/19	06/11/2019	204164	728	U S POSTMASTER	UB BILLING WATER	061119	2	7110-430-42-46	POSTAGE	167.83	167.83
Total 061119:										254.29	254.29
Grand Totals:										254.29	254.29

Report Criteria:
 Report type: GL detail
 Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204206	44	ARAMARK UNIFORM SE	CUSTODIAL SUPPLIES-PW	636813667		1 7620-430-10-44	LINEN SERVICE	33.53	33.53
Total 636813667:										33.53	33.53
06/19	06/13/2019	204206	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-STREETS	636813668		1 2007-431-20-44	LINEN SERVICE	55.67	55.67
Total 636813668:										55.67	55.67
06/19	06/13/2019	204206	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-GAS	636813669		1 7401-430-62-44	LINEN SERVICES	49.54	49.54
Total 636813669:										49.54	49.54
06/19	06/13/2019	204206	44	ARAMARK UNIFORM SE	UNIFORM SERVICE-WATER	636813670		1 7110-430-42-44	LINEN SERVICE	41.92	41.92
Total 636813670:										41.92	41.92
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES-FD	434642		1 1000-422-10-44	FACILITY - REPAIR & MAINTEN	55.44	55.44
Total 434642:										55.44	55.44
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES-FD	441792		1 1000-422-10-44	FACILITY - REPAIR & MAINTEN	30.27	30.27
Total 441792:										30.27	30.27
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	442074		1 2007-431-20-46	SUPPLIES-GENERAL	10.12	10.12
Total 442074:										10.12	10.12
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	442146		1 2007-431-20-46	SUPPLIES-GENERAL	7.51	7.51
Total 442146:										7.51	7.51
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	JANITORIAL SUPPLIES-FD	442148		1 1000-422-10-46	SUPPLIES-JANITORIAL	3.37	3.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 442148:										3.37	3.37
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	442255	1	2007-431-20-46	SUPPLIES-GENERAL	28.52	28.52
Total 442255:										28.52	28.52
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	442264	1	2007-431-20-46	SUPPLIES-GENERAL	1.82	1.82
Total 442264:										1.82	1.82
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES- FD	442542	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	5.47	5.47
Total 442542:										5.47	5.47
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES- STREETS	442657	1	2007-431-20-46	SUPPLIES-GENERAL	21.69	21.69
Total 442657:										21.69	21.69
06/19	06/13/2019	204207	76	BILLINGTON ACE HARD	SUPPLIES-FD	442691	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	27.02	27.02
Total 442691:										27.02	27.02
06/19	06/13/2019	204208	1240	BURTON'S FIRE INC	REPAIR & MAINT-FD	S45016	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	546.57	546.57
Total S45016:										546.57	546.57
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	MEMORIAL PARK CLEAN UP	MEMORIALPARK	1	1000-452-20-44	DISPOSAL	429.43	429.43
Total MEMORIALPARK:										429.43	429.43
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LITTLE I	PLCLITTLEITAL 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCLITTLEITAL 060119:										42.70	42.70
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	RIVERSIDE PARK CLEAN UP	RIVERSIDEDR	1	1000-452-20-44	DISPOSAL	853.92	853.92
Total RIVERSIDEDR:										853.92	853.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	110 NORTH ST	SVL110NORTH 060119	1	1000-452-20-44	DISPOSAL	264.90	264.90
Total SVL110NORTH 060119:										264.90	264.90
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	95 N WEATHERLOW ST	SVL5 060119	1	1000-452-20-44	DISPOSAL	217.96	217.96
Total SVL5 060119:										217.96	217.96
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	720 SOUTH ST SHOP-PW	SVL8 060119	1	7620-430-10-44	DISPOSAL	192.89	192.89
Total SVL8 060119:										192.89	192.89
06/19	06/13/2019	204209	1307	C&S WASTE SOLUTIONS	1505 MAIN ST	SVLFD 060119	1	1000-422-10-44	DISPOSAL	184.05	184.05
Total SVLFD 060119:										184.05	184.05
06/19	06/13/2019	204210	9654		REFUND GAS DEPOSIT	10532300007	1	7401-2228-000	DEPOSITS-CUSTOMER	131.07	131.07
Total 10532300007:										131.07	131.07
06/19	06/13/2019	204211	161	CSK AUTO INC	SUPPLIES-STREETS	2740184065	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	3.68	3.68
Total 2740184065:										3.68	3.68
06/19	06/13/2019	204212	194	DIAMOND SAW SHOP IN	MIXED OIL- PARK	17053	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	70.79	70.79
Total 17053:										70.79	70.79
06/19	06/13/2019	204213	219	ED STAUB & SONS PETR	OIL-PARKS	1497359	1	1000-452-20-44	MISC - REPAIR & MAINTENANC	528.74	528.74
Total 1497359:										528.74	528.74
06/19	06/13/2019	204214	6176		REFUND GAS DEPOSIT	10514200025	1	7401-2228-000	DEPOSITS-CUSTOMER	152.54	152.54
Total 10514200025:										152.54	152.54
06/19	06/13/2019	204215	238	FASTENAL COMPANY	SUPPLIES- FD	CASUS80136	1	1000-422-10-46	SUPPLIES-GENERAL	112.85	112.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total CASUS80136:										112.85	112.85
06/19	06/13/2019	204216	241	FEATHER PUBLISHING C	LAFCO BUDGET	061019	1	8402-413-30-45	ADVERTISING	30.00	30.00
Total 061019:										30.00	30.00
06/19	06/13/2019	204216	241	FEATHER PUBLISHING C	PUBLIC HEARING NOTICE ARC	7886	1	1000-419-10-45	ADVERTISING	72.80	72.80
Total 7886:										72.80	72.80
06/19	06/13/2019	204216	241	FEATHER PUBLISHING C	PUBLIC HEARING NOTICE BUD	7887	1	1000-417-10-45	ADVERTISING	30.00	30.00
Total 7887:										30.00	30.00
06/19	06/13/2019	204217	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	973379A	1	7110-430-42-43	TECHNICAL SVCS	26.00	26.00
Total 973379A:										26.00	26.00
06/19	06/13/2019	204217	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	973380A	1	7110-430-42-43	TECHNICAL SVCS	26.00	26.00
Total 973380A:										26.00	26.00
06/19	06/13/2019	204217	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	973381A	1	7110-430-42-43	TECHNICAL SVCS	117.00	117.00
Total 973381A:										117.00	117.00
06/19	06/13/2019	204217	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	973738A	1	7110-430-42-43	TECHNICAL SVCS	117.00	117.00
Total 973738A:										117.00	117.00
06/19	06/13/2019	204217	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-JO	973739A	1	7112-430-42-43	TECHNICAL SERVICES	28.00	28.00
Total 973739A:										28.00	28.00
06/19	06/13/2019	204218	265	FRONTIER	257-1033-PARKS	1033 060519	1	1000-452-20-45	COMMUNICATIONS	245.68	245.68
Total 1033 060519:										245.68	245.68

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204218	265	FRONTIER	257-2960 HVAC/ELEVATOR LIN	2960 060519	1	1000-417-10-45	COMMUNICATIONS	70.06	70.06
Total 2960 060519:										70.06	70.06
06/19	06/13/2019	204219	9656		REFUND GAS DEPOSIT	10432350325	1	7401-2228-000	DEPOSITS-CUSTOMER	20.52	20.52
Total 10432350325:										20.52	20.52
06/19	06/13/2019	204220	8031		TR EX BANNING CA 6/14-6/30	060719	1	1000-421-13-45	TRAINING	1,105.50	1,105.50
Total 060719:										1,105.50	1,105.50
06/19	06/13/2019	204221	8031		REIM K9 SUPPLIES	061219	1	1000-421-13-46	SUPPLIES SAFETY ITEM	257.50	257.50
Total 061219:										257.50	257.50
06/19	06/13/2019	204222	1075	INDEPENDENT ELECTRI	SUPPLIES-GAS	S104200861.001	1	7401-430-62-46	SUPPLIES-GENERAL	481.93	481.93
Total S104200861.001:										481.93	481.93
06/19	06/13/2019	204223	1362	IRON MOUNTAIN INFO. M	PROFESSIONAL SERVICES-PD	BRND197	1	1000-421-10-43	PROFESSIONAL SVCS	135.05	135.05
Total BRND197:										135.05	135.05
06/19	06/13/2019	204224	335	J.W. WOOD CO INC	SUPPLIES- PARKS	S110901	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	75.90	75.90
Total S110901:										75.90	75.90
06/19	06/13/2019	204225	338	JACKSON'S SERVICE CE	RPR & MAINT- PARKS	32046	1	1000-452-20-44	VEHICLE - REPAIR & MAINTEN	868.28	868.28
Total 32046:										868.28	868.28
06/19	06/13/2019	204226	911	JOHNSTONE SUPPLY	SUPPLIES-GAS	415S2382755.001	1	7401-430-62-46	SUPPLIES-GENERAL	365.64	365.64
Total 415S2382755.001:										365.64	365.64
06/19	06/13/2019	204227	9653		REFUND GAS DEPOSIT	10112850019	1	7401-2228-000	DEPOSITS-CUSTOMER	27.62	27.62

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 10112850019:										27.62	27.62
06/19	06/13/2019	204228	374	L N CURTIS & SONS	REPAIR & MAINT-FD	INV285044	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	111.51	111.51
Total INV285044:										111.51	111.51
06/19	06/13/2019	204228	374	L N CURTIS & SONS	SAFETY SUPPLIES- FIRE	INV288802	1	1000-422-10-46	SUPPLIES-SAFETY ITEMS	118.28	118.28
Total INV288802:										118.28	118.28
06/19	06/13/2019	204229	389	LASSEN CO AUDITOR	PARKING VIOLATIONS 7/1/18-6	060619	1	1000-2205-004	COUNTY PAYABLE	1,875.00	1,875.00
Total 060619:										1,875.00	1,875.00
06/19	06/13/2019	204230	411	LASSEN MOTOR PARTS	SUPPLIES- GAS	323170	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	176.23	176.23
Total 323170:										176.23	176.23
06/19	06/13/2019	204230	411	LASSEN MOTOR PARTS	SUPPLIES- FD	324610	1	1000-422-10-44	VEHICLE - REPAIR & MAINTEN	17.35	17.35
Total 324610:										17.35	17.35
06/19	06/13/2019	204230	411	LASSEN MOTOR PARTS	SUPPLIES- WATER	624879	1	7110-430-42-44	REPAIR AND MAINTENANCE-V	35.01	35.01
Total 624879:										35.01	35.01
06/19	06/13/2019	204231	1102	LASSEN PC	BACKUP LICENSE-FIRE	23122	1	1000-422-10-43	TECHNICAL SVCS	53.99	53.99
Total 23122:										53.99	53.99
06/19	06/13/2019	204232	412	LASSEN REGIONAL SOLI	DUMP FEES-PARKS	107546	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	17.00	17.00
Total 107546:										17.00	17.00
06/19	06/13/2019	204233	437	LMUD	SOUTH ST - PW OFFICE	14590 052819	1	7620-430-10-46	ELECTRICITY	434.07	434.07
Total 14590 052819:										434.07	434.07

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204233	437	LMUD	CADY SPRINGS	26784 052819	1	7110-430-42-46	ELECTRICITY	321.95	321.95
Total 26784 052819:										321.95	321.95
06/19	06/13/2019	204233	437	LMUD	RICHMOND RD BRIDGE	35094 052819	1	2007-431-60-46	ELECTRICITY	249.35	249.35
Total 35094 052819:										249.35	249.35
06/19	06/13/2019	204233	437	LMUD	N WEATHERLOW ST SIGNALS-	3651 052219	1	2007-431-60-46	ELECTRICITY	89.11	89.11
Total 3651 052219:										89.11	89.11
06/19	06/13/2019	204233	437	LMUD	720 SOUTH EMULSION TANK-P	38646 052819	1	7620-430-10-46	ELECTRICITY	20.00	20.00
Total 38646 052819:										20.00	20.00
06/19	06/13/2019	204233	437	LMUD	SOUTH ST & WEST END- STRE	416924 052819	1	2007-431-60-46	ELECTRICITY	15.01	15.01
Total 416924 052819:										15.01	15.01
06/19	06/13/2019	204233	437	LMUD	RICHMOND RD & PEARL CR- S	416984 052819	1	2007-431-60-46	ELECTRICITY	15.01	15.01
Total 416984 052819:										15.01	15.01
06/19	06/13/2019	204233	437	LMUD	ORCHARD STREET LIGHTS	418802 052219	1	2007-431-60-46	ELECTRICITY	9.16	9.16
Total 418802 052219:										9.16	9.16
06/19	06/13/2019	204233	437	LMUD	RIVERSIDE DR. & RIVER ST. LI	418824 052819	1	2007-431-60-46	ELECTRICITY	15.01	15.01
Total 418824 052819:										15.01	15.01
06/19	06/13/2019	204233	437	LMUD	RIVERSIDE DR. & RIVER ST. LI	418863 052819	1	2007-431-60-46	ELECTRICITY	15.01	15.01
Total 418863 052819:										15.01	15.01
06/19	06/13/2019	204233	437	LMUD	MAIN & ALEXANDER SIGNAL-S	49496 052219	1	2007-431-60-46	ELECTRICITY	117.97	117.97

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 49496 052219:										117.97	117.97
06/19	06/13/2019	204233	437	LMUD	MAIN & FAIRFIELD-STREETS	49497 052219	1	2007-431-60-46	ELECTRICITY	102.44	102.44
Total 49497 052219:										102.44	102.44
06/19	06/13/2019	204233	437	LMUD	MAIN & JOHNSTONVILLE SIGN	49498 052219	1	2007-431-60-46	ELECTRICITY	145.25	145.25
Total 49498 052219:										145.25	145.25
06/19	06/13/2019	204233	437	LMUD	RIVERSIDE & MAIN SIGNALS-S	49499 052219	1	2007-431-60-46	ELECTRICITY	243.78	243.78
Total 49499 052219:										243.78	243.78
06/19	06/13/2019	204233	437	LMUD	SPRING RIDGE BOOSTER	55754 052819	1	7110-430-42-46	ELECTRICITY	399.06	399.06
Total 55754 052819:										399.06	399.06
06/19	06/13/2019	204233	437	LMUD	WELL #1-WATER	7714 052219	1	7110-430-42-46	ELECTRICITY	102.06	102.06
Total 7714 052219:										102.06	102.06
06/19	06/13/2019	204234	452	MARTIN SECURITY SYST	720 SOUTH ST SECURITY- PW	033702	1	7620-430-10-43	TECHNICAL SVCS	40.00	40.00
Total 033702:										40.00	40.00
06/19	06/13/2019	204235	451	MCA DIRECT	ELECTION MATERIALS	2019030	1	1000-414-10-43	OFFICIAL/ADMINISTRATIVE SV	247.81	247.81
Total 2019030:										247.81	247.81
06/19	06/13/2019	204236	467	METER VALVE & CONTR	SUPPLIES- GAS	15812	1	7401-430-62-46	SUPPLIES-GENERAL	31.40	31.40
Total 15812:										31.40	31.40
06/19	06/13/2019	204237	5343		REFUND WATER OVERPAYME	10519550005	1	9999-1001-001	CASH CLEARING - UTILITIES	22.13	22.13
Total 10519550005:										22.13	22.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204238	9659		REFUND WATER OVERPAYME	10507950019	1	9999-1001-001	CASH CLEARING - UTILITIES	22.24	22.24
06/19	06/13/2019	204238	9659		REFUND GAS OVERPAYMENT	10507950019	2	9999-1001-001	CASH CLEARING - UTILITIES	13.24	13.24
Total 10507950019:										35.48	35.48
06/19	06/13/2019	204239	1300		PHYSICAL FITNESS ALLOWAN	061119	1	1000-422-10-47	MACHINERY AND EQUIPMENT	250.00	250.00
Total 061119:										250.00	250.00
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-000104603	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	18.59	18.59
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-WATER	52-000104603	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	18.59	18.59
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-STREETS	52-000104603	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	18.58	18.58
Total 52-000104603:										55.76	55.76
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00103899	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	38.01	38.01
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- WATER	52-00103899	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	38.02	38.02
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00103899	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	38.02	38.02
Total 52-00103899:										114.05	114.05
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00103904	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	5.75	5.75
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-WATER	52-00103904	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	5.76	5.76
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00103904	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	5.76	5.76
Total 52-00103904:										17.27	17.27
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104009	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	38.57	38.57
Total 52-00104009:										38.57	38.57
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104127	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	17.87	17.87
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-WATER	52-00104127	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	17.86	17.86
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-GAS	52-00104127	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	17.87	17.87
Total 52-00104127:										53.60	53.60
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104211	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	7.08	7.08

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 52-00104211:										7.08	7.08
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-STREETS	52-00104214	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	9.51	9.51
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-WATER	52-00104214	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	9.50	9.50
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-GAS	52-00104214	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	9.50	9.50
Total 52-00104214:										28.51	28.51
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104305	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	787.27	787.27
Total 52-00104305:										787.27	787.27
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-STREETS	52-00104381	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	57.31	57.31
Total 52-00104381:										57.31	57.31
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104395	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	50.28	50.28
Total 52-00104395:										50.28	50.28
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104434	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	21.99	21.99
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-WATER	52-00104434	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	22.00	22.00
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104434	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	21.99	21.99
Total 52-00104434:										65.98	65.98
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104498	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	20.83	20.83
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- WATER	52-00104498	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	20.84	20.84
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104498	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	20.84	20.84
Total 52-00104498:										62.51	62.51
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104538	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	22.78	22.78
Total 52-00104538:										22.78	22.78
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-STREETS	52-00104549	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	98.43	98.43

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 52-00104549:										98.43	98.43
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104559	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	11.25	11.25
Total 52-00104559:										11.25	11.25
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- STREETS	52-00104589	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	3.16	3.16
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- WATER	52-00104589	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	3.16	3.16
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104589	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	3.16	3.16
Total 52-00104589:										9.48	9.48
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104663	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	106.41	106.41
Total 52-00104663:										106.41	106.41
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES-GAS	52-00104674	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	72.92	72.92
Total 52-00104674:										72.92	72.92
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104688	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	78.97	78.97
Total 52-00104688:										78.97	78.97
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104705	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	53.67	53.67
Total 52-00104705:										53.67	53.67
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-00104723	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	58.11	58.11
Total 52-00104723:										58.11	58.11
06/19	06/13/2019	204240	9493	NATIONAL AUTO PARTS	SUPPLIES- GAS	52-103609	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	525.24	525.24
Total 52-103609:										525.24	525.24
06/19	06/13/2019	204241	9652	NOAH ELECTRIC	PROFESSIONAL SERVICES-PD	821	1	1000-421-10-43	PROFESSIONAL SVCS	410.50	410.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 821:										410.50	410.50
06/19	06/13/2019	204242	9376	PIPELINE ASSOCIATION	TECHNICAL SERVICES-GAS	219091		1 7401-430-62-43	TECHNICAL SVCS	35.00	35.00
Total 219091:										35.00	35.00
06/19	06/13/2019	204243	572	QUILL CORPORATION	OFFICE SUPPLIES	7656317		1 1000-415-10-46	SUPPLIES-GENERAL	475.45	475.45
Total 7656317:										475.45	475.45
06/19	06/13/2019	204244	9655		REFUND GAS DEPOSIT	10508200016		1 7401-2228-000	DEPOSITS-CUSTOMER	92.43	92.43
Total 10508200016:										92.43	92.43
06/19	06/13/2019	204245	9183		REFUND WATER DEPOSIT	10233400008		1 7110-2228-000	DEPOSITS-CUSTOMER	19.84	19.84
Total 10233400008:										19.84	19.84
06/19	06/13/2019	204246	1076	SIERRA COFFEE AND BE	BOTTLED WATER	51693		1 1000-417-10-46	SUPPLIES-GENERAL	14.50	14.50
Total 51693:										14.50	14.50
06/19	06/13/2019	204247	1382	SONSRAY MACHINERY L	REPAIRS & MAINT-STREETS	P17653-07		1 2007-431-20-44	REPAIR AND MAINTENANCE-V	70.45	70.45
Total P17653-07:										70.45	70.45
06/19	06/13/2019	204248	8892		REIM TR EX LONG BEACH 5/12/	061119		1 1000-415-10-45	TRAINING	116.78	116.78
Total 061119:										116.78	116.78
06/19	06/13/2019	204249	806	SUSANVILLE AVIATION	FUEL-FD	3951		1 1000-422-10-46	GASOLINE	85.00	85.00
Total 3951:										85.00	85.00
06/19	06/13/2019	204250	9658	TAHOE FENCE CO., INC	REPAIRS & MAINT- FD	16409		1 1000-422-10-44	FACILITY - REPAIR & MAINTEN	626.40	626.40
Total 16409:										626.40	626.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204251	9295	TAMCO CAPITAL CORP	COMMUNICATION-FD	5006376114	1	1000-422-10-45	COMMUNICATIONS	262.77	262.77
Total 5006376114:										262.77	262.77
06/19	06/13/2019	204252	1244	TITLEIST	CREDIT-GC	0000093781	1	7530-451-55-46	SUPPLIES - GENERAL	25.17-	25.17-
Total 0000093781:										25.17-	25.17-
06/19	06/13/2019	204252	1244	TITLEIST	SUPPLIES-GC	907497805	1	7530-451-55-46	SUPPLIES - GENERAL	1,086.00	1,086.00
Total 907497805:										1,086.00	1,086.00
06/19	06/13/2019	204252	1244	TITLEIST	SUPPLIES-GC	907508030	1	7530-451-55-46	SUPPLIES - GENERAL	1,813.74	1,813.74
Total 907508030:										1,813.74	1,813.74
06/19	06/13/2019	204253	712	TNS TRUCKING CO	SUPPLIES-STREETS	3680	1	2007-431-20-46	SUPPLIES-GENERAL	78.02	78.02
Total 3680:										78.02	78.02
06/19	06/13/2019	204254	9213		REFUND GAS DEPOSIT	10306806020	1	7401-2228-000	DEPOSITS-CUSTOMER	196.16	196.16
Total 10306806020:										196.16	196.16
06/19	06/13/2019	204255	749	VERIZON WIRELESS	CELLULAR PHONES - PD	9831121157	1	1000-421-10-45	COMMUNICATIONS	760.44	760.44
Total 9831121157:										760.44	760.44
06/19	06/13/2019	204255	749	VERIZON WIRELESS	CELLULAR PHONES - FD	9831194475	1	1000-422-10-45	COMMUNICATIONS	266.07	266.07
Total 9831194475:										266.07	266.07
06/19	06/13/2019	204256	9657	VOHNE LICHE KENNELS,	CANINE PURCHASE	052319	1	1000-421-13-46	SUPPLIES SAFETY ITEM	9,652.50	9,652.50
Total 052319:										9,652.50	9,652.50
06/19	06/13/2019	204257	9657	VOHNE LICHE KENNELS,	CANINE TRAINING-PD	052419	1	1000-421-13-45	TRAINING	6,000.00	6,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 052419:										6,000.00	6,000.00
06/19	06/13/2019	204258	9657	VOHNE LICHE KENNELS,	SUPPLIES-PD	15739		1 1000-421-13-46	SUPPLIES GENERAL	733.59	733.59
Total 15739:										733.59	733.59
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES-STREETS	17857245		1 2007-431-29-44	CONSTRUCTION SERVICES	638.11	638.11
Total 17857245:										638.11	638.11
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	REPAIRS & MAINT HYDRANT-F	17879699		1 1000-422-10-44	HYDRANTS - REPAIR & MAINTENANCE	3,119.47	3,119.47
Total 17879699:										3,119.47	3,119.47
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES- WATER	67844309		1 7301-430-52-46	SUPPLIES-GENERAL	358.64	358.64
Total 67844309:										358.64	358.64
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES- WATER	67852403		1 7301-430-52-46	SUPPLIES-GENERAL	246.39	246.39
Total 67852403:										246.39	246.39
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES-WATER	67883248		1 7110-430-42-46	SUPPLIES-GENERAL	60.78	60.78
Total 67883248:										60.78	60.78
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES- WATER	67883533		1 7110-430-42-46	SUPPLIES-GENERAL	187.41	187.41
Total 67883533:										187.41	187.41
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES- GAS	67884032		1 7401-430-62-46	SUPPLIES-GENERAL	82.58	82.58
Total 67884032:										82.58	82.58
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES- GC	67890122		1 7530-451-52-44	REPAIR & MAINTENANCE - MIS	126.86	126.86
Total 67890122:										126.86	126.86

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/13/2019	204259	770	WESTERN NEVADA SUP	SUPPLIES-GC	67890126	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	147.06	147.06
Total 67890126:										147.06	147.06
Grand Totals:										43,643.11	43,643.11

Report Criteria:

Report type: GL detail
 Check.Voided = False

Report Criteria:

Report type: GL detail
 Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/18/2019	204260	728	U S POSTMASTER	UB BILLING GAS	061819	1	7401-430-62-46	POSTAGE	404.32	404.32
06/19	06/18/2019	204260	728	U S POSTMASTER	UB BILLING WATER	061819	2	7110-430-42-46	POSTAGE	784.85	784.85
Total 061819:										1,189.17	1,189.17
Grand Totals:										1,189.17	1,189.17

Report Criteria:

Report type: GL detail
 Check.Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/20/2019	204289	21	AIRGAS USA, LLC	CHLORINE- WATER	9089308832	1	7110-430-42-46	SUPPLIES-GENERAL	362.56	362.56
Total 9089308832:										362.56	362.56
06/19	06/20/2019	204289	21	AIRGAS USA, LLC	ACETYLENE/ARGON//OXYGEN/	9962592644	1	7401-430-62-46	SUPPLIES-GENERAL	147.66	147.66
06/19	06/20/2019	204289	21	AIRGAS USA, LLC	ACETYLENE/ARGON//OXYGEN/	9962592644	2	2007-431-20-46	SUPPLIES-GENERAL	147.66	147.66
06/19	06/20/2019	204289	21	AIRGAS USA, LLC	ACETYLENE/ARGON//OXYGEN/	9962592644	3	7110-430-42-46	SUPPLIES-GENERAL	147.66	147.66
Total 9962592644:										442.98	442.98
06/19	06/20/2019	204290	1231	ASBURY ENVIRONMENT	REPAIR & MAINT-GAS	I500-00451272	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	18.34	18.34
06/19	06/20/2019	204290	1231	ASBURY ENVIRONMENT	REPAIR & MAINT- WATER	I500-00451272	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	18.33	18.33
06/19	06/20/2019	204290	1231	ASBURY ENVIRONMENT	REPAIR & MAINT-STREETS	I500-00451272	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	18.33	18.33
Total I500-00451272:										55.00	55.00
06/19	06/20/2019	204291	9666		REFUND WATER DEPOSIT	10403500015	1	7110-2228-000	DEPOSITS-CUSTOMER	12.16	12.16
Total 10403500015:										12.16	12.16
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-WATER	1113 052519	1	7301-430-52-45	TRAVEL AND TRAINING	851.64	851.64
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-WATER	1113 052519	2	7110-430-42-45	TRAVEL	50.00	50.00
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES- GAS	1113 052519	3	7401-430-62-46	SUPPLIES-GENERAL	600.15	600.15
Total 1113 052519:										1,501.79	1,501.79
06/19	06/20/2019	204165	884	BANK OF AMERICA	SAFETY SUPPLIES-PD	1159 052519	1	1000-421-13-46	SUPPLIES SAFETY ITEM	400.13	400.13
Total 1159 052519:										400.13	400.13
06/19	06/20/2019	204165	884	BANK OF AMERICA	DUES & MEMBERSHIP	2064 052519	1	1000-413-20-47	SOFTWARE	14.99	14.99
Total 2064 052519:										14.99	14.99
06/19	06/20/2019	204165	884	BANK OF AMERICA	EQUIPMENT- PD	2754 052519	1	1000-421-10-47	MACHINERY AND EQUIPMENT	128.63	128.63

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-PD	2754 052519	2	1000-421-13-46	SUPPLIES SAFETY ITEM	313.37	313.37
06/19	06/20/2019	204165	884	BANK OF AMERICA	INVEST. SUPPLIES-PD	2754 052519	3	1000-421-10-45	INVESTIGATIVE FUNDS	47.16	47.16
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-PD	2754 052519	4	1000-421-10-44	FACILITY - REPAIR & MAINTEN	68.82	68.82
06/19	06/20/2019	204165	884	BANK OF AMERICA	EQUIPMENT- PD	2754 052519	5	2008-421-10-47	MACHINERY & EQUIPMENT	1,141.31	1,141.31
06/19	06/20/2019	204165	884	BANK OF AMERICA	POSTAGE-PD	2754 052519	6	1000-421-10-46	POSTAGE	59.05	59.05
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-PD	2754 052519	7	1000-421-10-45	TRAINING	614.94	614.94
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-PD	2754 052519	8	1000-421-10-46	SUPPLIES-SAFETY ITEMS	230.82	230.82
06/19	06/20/2019	204165	884	BANK OF AMERICA	BOOKS & PERIODICALS-PD	2754 052519	9	1000-421-10-46	BOOKS AND PERIODICALS	377.22	377.22
06/19	06/20/2019	204165	884	BANK OF AMERICA	PRINTING & BINDING- PD	2754 052519	10	1000-421-10-45	PRINTING AND BINDING	21.81	21.81
Total 2754 052519:										3,003.13	3,003.13
06/19	06/20/2019	204165	884	BANK OF AMERICA	PRINTING & BINDING- PD	2896 052519	1	1000-421-10-45	PRINTING AND BINDING	31.92	31.92
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-PD	2896 052519	2	1000-421-10-47	MACHINERY AND EQUIPMENT	1,410.87	1,410.87
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-PD	2896 052519	3	1000-421-10-45	TRAINING	1,173.19	1,173.19
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-PD	2896 052519	4	2030-421-10-46	SUPPLIES GENERAL	583.05	583.05
06/19	06/20/2019	204165	884	BANK OF AMERICA	FUEL-PD	2896 052519	5	1000-421-10-46	GASOLINE	77.85	77.85
06/19	06/20/2019	204165	884	BANK OF AMERICA	DUES & MEMBERSHIP-PD	2896 052519	6	1000-421-10-48	DUES AND MEMBERSHIPS	300.00	300.00
06/19	06/20/2019	204165	884	BANK OF AMERICA	PRINTING & BINDING- PD	2896 052519	7	1000-421-10-45	PRINTING AND BINDING	10.73	10.73
Total 2896 052519:										3,587.61	3,587.61
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-PD	3110 052519	1	1000-421-10-45	TRAINING	923.10	923.10
Total 3110 052519:										923.10	923.10
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE	4036 052519	1	1000-415-10-45	TRAINING	1,215.77	1,215.77
Total 4036 052519:										1,215.77	1,215.77
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE- BUILDING	4728 052519	1	1000-424-20-45	TRAVEL	209.00	209.00
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-BUILDING	4728 052519	2	1000-424-20-46	SUPPLIES-GENERAL	21.43	21.43
Total 4728 052519:										230.43	230.43
06/19	06/20/2019	204165	884	BANK OF AMERICA	POSTAGE-AP	5203 052519	1	7620-430-11-46	POSTAGE	50.01	50.01
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-PW	5203 052519	2	7620-430-10-45	TRAVEL	62.59	62.59
06/19	06/20/2019	204165	884	BANK OF AMERICA	DUES & MEMBERSHIP- AP	5203 052519	3	7620-430-11-48	DUES AND MEMBERSHIPS	22.95	22.95
06/19	06/20/2019	204165	884	BANK OF AMERICA	TECHNICAL SERVICES-PW	5203 052519	4	7620-430-10-43	TECHNICAL SVCS	14.99	14.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 5203 052519:										150.54	150.54
06/19	06/20/2019	204165	884	BANK OF AMERICA	EQUIPMENT- PD	6579 052519	1	2008-421-10-47	MACHINERY & EQUIPMENT	2,825.64	2,825.64
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-PARK	6579 052519	2	1000-452-20-46	SUPPLIES-GENERAL	261.44	261.44
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES- DOG CLINIC	6579 052519	3	1000-421-10-32	ANIMAL LICENSES	30.42	30.42
06/19	06/20/2019	204165	884	BANK OF AMERICA	CITY HALL PHONES	6579 052519	4	1000-417-10-45	COMMUNICATIONS	526.95	526.95
06/19	06/20/2019	204165	884	BANK OF AMERICA	JANITORIAL SUPPLIES-PARKS	6579 052519	5	1000-452-20-46	SUPPLIES-JANITORIAL	71.81	71.81
06/19	06/20/2019	204165	884	BANK OF AMERICA	TECHNICAL SERVICES	6579 052519	6	1000-417-10-43	TECHNICAL SVCS	400.00	400.00
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES	6579 052519	7	1000-411-40-46	SUPPLIES-GENERAL	14.99	14.99
Total 6579 052519:										4,131.25	4,131.25
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-STREETS	6583 052519	1	2007-431-20-46	SUPPLIES-GENERAL	1,357.45	1,357.45
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-GAS	6583 052519	2	7401-430-62-47	MACHINERY & EQUIPMENT	549.96	549.96
Total 6583 052519:										1,907.41	1,907.41
06/19	06/20/2019	204165	884	BANK OF AMERICA	EQUIPMENT- GAS	6624 052519	1	7401-430-62-47	MACHINERY & EQUIPMENT	2,000.00	2,000.00
06/19	06/20/2019	204165	884	BANK OF AMERICA	FUEL-PW	6624 052519	2	7620-430-10-46	GASOLINE	69.57	69.57
06/19	06/20/2019	204165	884	BANK OF AMERICA	POSTAGE-WATER	6624 052519	3	7110-430-42-46	POSTAGE	23.28	23.28
06/19	06/20/2019	204165	884	BANK OF AMERICA	POSTAGE-STREETS	6624 052519	4	2007-431-20-46	POSTAGE	8.91	8.91
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-PW	6624 052519	5	7620-430-10-44	REPAIR AND MAINTENANCE-F	20.94	20.94
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-PW	6624 052519	6	7620-430-10-45	TRAVEL	207.20	207.20
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-PW	6624 052519	7	7620-430-10-44	REPAIR AND MAINTENANCE-V	8.00	8.00
Total 6624 052519:										2,337.90	2,337.90
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-FD	6670 052519	1	1000-422-10-44	FACILITY - REPAIR & MAINTEN	135.09	135.09
06/19	06/20/2019	204165	884	BANK OF AMERICA	VOLUNTEERS-FD	6670 052519	2	1000-422-10-43	VOLUNTEERS	169.83	169.83
06/19	06/20/2019	204165	884	BANK OF AMERICA	JANITORIAL SUPPLIES-FD	6670 052519	3	1000-422-10-46	SUPPLIES-JANITORIAL	495.65	495.65
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-FD	6670 052519	4	1000-422-10-46	SUPPLIES-GENERAL	281.09	281.09
06/19	06/20/2019	204165	884	BANK OF AMERICA	FUEL-FIRE	6670 052519	5	1000-422-10-46	GASOLINE	78.00	78.00
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-FD	6670 052519	6	1000-422-10-44	FACILITY - REPAIR & MAINTEN	295.42	295.42
Total 6670 052519:										1,184.90	1,184.90
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES-PW	7045 052519	1	7620-430-10-46	SUPPLIES-GENERAL	238.08	238.08
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE- GAS	7045 052519	2	7401-430-62-45	TRAVEL	787.22	787.22

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/20/2019	204165	884	BANK OF AMERICA	DUES & MEMBERSHIP-PW	7045 052519	3	7620-430-10-48	DUES AND MEMBERSHIPS	22.95	22.95
06/19	06/20/2019	204165	884	BANK OF AMERICA	TECHNICAL SERVICES-PW	7045 052519	4	7620-430-10-43	TECHNICAL SVCS	52.99	52.99
06/19	06/20/2019	204165	884	BANK OF AMERICA	SOFTWARE SUPPORT-PW	7045 052519	5	7620-430-10-47	SOFTWARE	300.00	300.00
Total 7045 052519:										1,401.24	1,401.24
06/19	06/20/2019	204165	884	BANK OF AMERICA	BOOKS & PERIODICALS-GAS	7575 052519	1	7401-430-62-46	BOOKS AND PERIODICALS	626.78	626.78
06/19	06/20/2019	204165	884	BANK OF AMERICA	SUPPLIES- GAS	7575 052519	2	7401-430-62-46	SUPPLIES-GENERAL	4.26	4.26
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-GAS	7575 052519	3	7401-430-62-44	REPAIR AND MAINT-VEHICLE	439.20	439.20
06/19	06/20/2019	204165	884	BANK OF AMERICA	PROFESSIONAL SERVICES- GA	7575 052519	4	7401-430-62-43	PROFESSIONAL SVCS	175.00	175.00
Total 7575 052519:										1,245.24	1,245.24
06/19	06/20/2019	204165	884	BANK OF AMERICA	POSTAGE-PD	8830 052519	1	1000-421-10-46	POSTAGE	20.81	20.81
06/19	06/20/2019	204165	884	BANK OF AMERICA	FUEL-PD	8830 052519	2	1000-421-10-46	GASOLINE	57.94	57.94
Total 8830 052519:										78.75	78.75
06/19	06/20/2019	204165	884	BANK OF AMERICA	FUEL-PD	8955 052519	1	1000-421-10-46	GASOLINE	138.79	138.79
06/19	06/20/2019	204165	884	BANK OF AMERICA	INVEST. SUPPLIES-PD	8955 052519	2	1000-421-10-45	INVESTIGATIVE FUNDS	280.08	280.08
Total 8955 052519:										418.87	418.87
06/19	06/20/2019	204165	884	BANK OF AMERICA	PROSHOP SUPPLIES- GC	9430 052519	1	7530-451-55-46	SUPPLIES - GENERAL	447.40	447.40
Total 9430 052519:										447.40	447.40
06/19	06/20/2019	204165	884	BANK OF AMERICA	REPAIR & MAINT-PD	9536 052519	1	1000-421-10-44	FACILITY - REPAIR & MAINTEN	167.65	167.65
06/19	06/20/2019	204165	884	BANK OF AMERICA	TRAVEL EXPENSE-PD	9536 052519	2	1000-421-10-45	TRAINING	408.59	408.59
06/19	06/20/2019	204165	884	BANK OF AMERICA	FUEL-PD	9536 052519	3	1000-421-10-46	GASOLINE	161.39	161.39
Total 9536 052519:										737.63	737.63
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0047	1	8402-413-30-45	PRINTING AND BINDING	5.65	5.65
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0047	2	8402-413-30-45	COMMUNICATIONS	65.41	65.41
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0047	3	8402-413-30-43	LAFCO EXEC. OFFICE SVC	3,122.50	3,122.50
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0047	4	8402-413-30-43	LAFCO BROWN ACT COMPLIAN	500.00	500.00
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0047	5	8402-413-30-43	MUNICIPAL SVC REVIEW-LAFC	1,105.00	1,105.00
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0047	6	8402-413-30-45	TRAVEL	157.56	157.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 2019-0047:										4,956.12	4,956.12
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0048	1	8402-413-30-45	COMMUNICATIONS	66.94	66.94
06/19	06/20/2019	204292	72	BENOIT, JOHN	LAFCO STAFF SVCS & EXPENS	2019-0048	2	8402-413-30-43	LAFCO EXEC. OFFICE SVC	3,740.00	3,740.00
Total 2019-0048:										3,806.94	3,806.94
06/19	06/20/2019	204293	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	442581	1	1000-452-20-46	SUPPLIES-GENERAL	144.78	144.78
Total 442581:										144.78	144.78
06/19	06/20/2019	204293	76	BILLINGTON ACE HARD	SUPPLIES-PARKS	442741	1	1000-452-20-46	SUPPLIES-GENERAL	19.29	19.29
Total 442741:										19.29	19.29
06/19	06/20/2019	204293	76	BILLINGTON ACE HARD	SUPPLIES-STREETS	442844	1	2007-431-20-46	SUPPLIES-GENERAL	18.79	18.79
Total 442844:										18.79	18.79
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	925 SIERRA ST-PW	PLC15 060119	1	7620-430-10-44	DISPOSAL	187.00	187.00
Total PLC15 060119:										187.00	187.00
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - 600 MAI	PLC600MAINST 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLC600MAINST 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - B OF A	PLCBOFA 060119	1	2007-431-20-44	DISPOSAL	21.43	21.43
Total PLCBOFA 060119:										21.43	21.43
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - BUEHL	PLCBUEHLERDNT 06011	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCBUEHLERDNT 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - DIAMO	PLCDIAMONDMTN 06011	1	2007-431-20-44	DISPOSAL	42.70	42.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total PLCDIAMONDMTN 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - ELKS L	PLCELKSLODGE 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCELKSLODGE 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - FROST	PLCFROSTMILL 060119	1	2007-431-20-44	DISPOSAL	21.43	21.43
Total PLCFROSTMILL 060119:										21.43	21.43
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - GROCE	PLCGROCERYOUT 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCGROCERYOUT 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HAIR H	PLCHAIRHUNTER 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCHAIRHUNTER 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - HOTEL	PLCHOTELKSN1 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCHOTELKSN1 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - KNOCH	PLCKNOCHBUILD 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCKNOCHBUILD 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - LV CHA	PLCLVCHARTR 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCLVCHARTR 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - MT LAS	PLCMTLASSNP	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCMTLASSNP:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCERAPL 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCPANCERAPL 060119:										42.70	42.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - PANCE	PLCPANCERPLA 060119	1	2007-431-20-44	DISPOSAL	85.40	85.40
Total PLCPANCERPLA 060119:										85.40	85.40
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRAJWLR 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCSIERRAJWLR 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SIERRA	PLCSIERRATHTR 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCSIERRATHTR 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - SVILLE	PLCSVILLEREAL 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCSVILLEREAL 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - UPTOW	PLCUPTOWNPARK 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCUPTOWNPARK 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - U S PO	PLCUSPOSTAL 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCUSPOSTAL 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - VETS M	PLCVETSMEMOR 060119	1	2007-431-20-44	DISPOSAL	45.65	45.65
Total PLCVETSMEMOR 060119:										45.65	45.65
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	PUBLIC LITTER CANS - WALMA	PLCWALMARTBUS 060119	1	2007-431-20-44	DISPOSAL	42.70	42.70
Total PLCWALMARTBUS 060119:										42.70	42.70
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	66 N LASSEN ST	SVL2 060119	1	1000-417-10-44	DISPOSAL	184.05	184.05
Total SVL2 060119:										184.05	184.05
06/19	06/20/2019	204294	1307	C&S WASTE SOLUTIONS	470-895 CIRCLE DR	SVL470895CIR 060119	1	7530-451-52-44	DISPOSAL	220.91	220.91

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total SVL470895CIR 060119:										220.91	220.91
06/19	06/20/2019	204295	115	CASELLE INC.	ANNUAL SOFTWARE SUPPORT	95730	1	1000-1430-105	PREPAID - OTHER	20,520.00	20,520.00
Total 95730:										20,520.00	20,520.00
06/19	06/20/2019	204296	148	COMPUTER LOGISTICS	TECHNICAL SERVICES-PW	72329	1	7620-430-10-43	TECHNICAL SVCS	3,324.75	3,324.75
Total 72329:										3,324.75	3,324.75
06/19	06/20/2019	204297	6546		RETURN DEPOSIT 70 S ROOP	061819	1	1001-2228-001	DEPOSITS-CURB, GUTTER, SID	1,800.00	1,800.00
Total 061819:										1,800.00	1,800.00
06/19	06/20/2019	204298	161	CSK AUTO INC	SUPPLIES-GAS	2740183343	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	2.68	2.68
06/19	06/20/2019	204298	161	CSK AUTO INC	SUPPLIES-WATER	2740183343	2	7110-430-42-44	REPAIR AND MAINTENANCE-V	2.68	2.68
06/19	06/20/2019	204298	161	CSK AUTO INC	SUPPLIES-STREETS	2740183343	3	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.67	2.67
Total 2740183343:										8.03	8.03
06/19	06/20/2019	204298	161	CSK AUTO INC	SUPPLIES-GAS	2740183575	1	7401-430-62-44	REPAIR AND MAINT-VEHICLE	2.50	2.50
06/19	06/20/2019	204298	161	CSK AUTO INC	SUPPLIES-STREETS	2740183575	2	2007-431-20-44	REPAIR AND MAINTENANCE-V	2.49	2.49
06/19	06/20/2019	204298	161	CSK AUTO INC	SUPPLIES-WATER	2740183575	3	7110-430-42-44	REPAIR AND MAINTENANCE-V	2.50	2.50
Total 2740183575:										7.49	7.49
06/19	06/20/2019	204299	241	FEATHER PUBLISHING C	PUBLIC HEARING NOTICE-BUIL	7888	1	1000-425-20-43	TECHNICAL SVCS	140.40	140.40
Total 7888:										140.40	140.40
06/19	06/20/2019	204300	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING	973864A	1	7110-430-42-43	TECHNICAL SVCS	76.00	76.00
Total 973864A:										76.00	76.00
06/19	06/20/2019	204300	1033	FGL ENVIRONMENTAL	WEEKLY WATER SAMPLING-D	973864A	1	7110-430-42-43	TECHNICAL SVCS	95.00	95.00
Total 973864A:										95.00	95.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/20/2019	204301	265	FRONTIER	257-1000 DSL SERVICE	1000 060519	1	1000-417-10-45	COMMUNICATIONS	145.00	145.00
06/19	06/20/2019	204301	265	FRONTIER	257-1000 WATER - DEBIT MACH	1000 060519	2	7110-430-42-45	COMMUNICATIONS	24.15	24.15
06/19	06/20/2019	204301	265	FRONTIER	257-1000 GAS - DEBIT MACHIN	1000 060519	3	7401-430-62-45	COMMUNICATIONS	24.15	24.15
06/19	06/20/2019	204301	265	FRONTIER	257-1000 ADMIN FAX	1000 060519	4	1000-413-20-45	COMMUNICATIONS	1.10	1.10
06/19	06/20/2019	204301	265	FRONTIER	257-1000 CITY CLERK FAX	1000 060519	5	1000-411-40-45	COMMUNICATIONS	1.10	1.10
06/19	06/20/2019	204301	265	FRONTIER	257-1000 ADMIN	1000 060519	6	1000-413-20-45	COMMUNICATIONS	3.83	3.83
06/19	06/20/2019	204301	265	FRONTIER	257-1000 CITY CLERK	1000 060519	7	1000-411-40-45	COMMUNICATIONS	2.92	2.92
06/19	06/20/2019	204301	265	FRONTIER	257-1000 FINANCE	1000 060519	8	1000-415-10-45	COMMUNICATIONS	2.92	2.92
06/19	06/20/2019	204301	265	FRONTIER	257-1000 COMM DEVELOPMEN	1000 060519	9	1000-419-10-45	COMMUNICATIONS	2.92	2.92
06/19	06/20/2019	204301	265	FRONTIER	257-1000 CITY HALL	1000 060519	10	1000-417-10-45	COMMUNICATIONS	257.47	257.47
Total 1000 060519:										465.56	465.56
06/19	06/20/2019	204301	265	FRONTIER	257-1041 ADMIN-PW	1041 060519	1	7620-430-10-45	COMMUNICATIONS	654.72	654.72
Total 1041 060519:										654.72	654.72
06/19	06/20/2019	204301	265	FRONTIER	257-1044 PRI	1044 060519	1	7620-430-10-45	COMMUNICATIONS	89.83	89.83
Total 1044 060519:										89.83	89.83
06/19	06/20/2019	204301	265	FRONTIER	257-2520 GOLF COURSE	2520 060119	1	7530-451-52-45	COMMUNICATIONS	325.78	325.78
Total 2520 060119:										325.78	325.78
06/19	06/20/2019	204302	9660		REFUND GAS DEPOSIT	10408205501	1	7401-2228-000	DEPOSITS-CUSTOMER	41.80	41.80
Total 10408205501:										41.80	41.80
06/19	06/20/2019	204303	9667		REFUND GAS DEPOSIT	10306901625	1	7401-2228-000	DEPOSITS-CUSTOMER	166.76	166.76
Total 10306901625:										166.76	166.76
06/19	06/20/2019	204304	335	J.W. WOOD CO INC	SUPPLIES- GC	S111349	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	17.25	17.25
Total S111349:										17.25	17.25
06/19	06/20/2019	204305	1350	JONES & MAYER	PROFESSIONAL SERVICES	92295	1	1000-412-10-43	PROFESSIONAL SVCS	458.20	458.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 92295:										458.20	458.20
06/19	06/20/2019	204305	1350	JONES & MAYER	PROFESSIONAL SERVICES	92296	1	1000-412-10-43	PROFESSIONAL SVCS	3,836.50	3,836.50
Total 92296:										3,836.50	3,836.50
06/19	06/20/2019	204305	1350	JONES & MAYER	PROFESSIONAL SERVICES	92297	1	1000-412-10-43	PROFESSIONAL SVCS	4,168.00	4,168.00
Total 92297:										4,168.00	4,168.00
06/19	06/20/2019	204306	9662		REFUND WATER DEPOSIT	10403450001	1	7110-2228-000	DEPOSITS-CUSTOMER	13.64	13.64
Total 10403450001:										13.64	13.64
06/19	06/20/2019	204307	387	LASSEN CO ARTS COUN	CIVIC PROMOTION CONTRIBUT	062019	1	1000-466-33-46	CIVIC CONTRIBUTIONS	2,000.00	2,000.00
Total 062019:										2,000.00	2,000.00
06/19	06/20/2019	204308	395	LASSEN CO FAIR	CIVIC PROMOTION CONTRIBUT	062019	1	1000-466-33-46	CIVIC CONTRIBUTIONS	3,000.00	3,000.00
Total 062019:										3,000.00	3,000.00
06/19	06/20/2019	204309	412	LASSEN REGIONAL SOLI	DUMP FEES-PARKS	108107	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	2.52	2.52
Total 108107:										2.52	2.52
06/19	06/20/2019	204309	412	LASSEN REGIONAL SOLI	DUMP FEES-PARKS	108177	1	1000-452-20-44	DISPOSAL	3.24	3.24
Total 108177:										3.24	3.24
06/19	06/20/2019	204309	412	LASSEN REGIONAL SOLI	DUMP FEES-PARKS	109131	1	1000-452-20-44	FACILITY - REPAIR & MAINTEN	2.97	2.97
Total 109131:										2.97	2.97
06/19	06/20/2019	204310	437	LMJD	JOHNSTONVILLE RD SPRINKLE	10262 061119	1	1000-452-20-46	ELECTRICITY	25.11	25.11
Total 10262 061119:										25.11	25.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
06/19	06/20/2019	204310	437	LMUD	66 N LASSEN ST	2466 061119	1	1000-417-10-46	ELECTRICITY	869.57	869.57
Total 2466 061119:										869.57	869.57
06/19	06/20/2019	204310	437	LMUD	N WEATHERLOW ST-TENNIS S	24661 061119	1	1000-452-20-46	ELECTRICITY	20.00	20.00
Total 24661 061119:										20.00	20.00
06/19	06/20/2019	204310	437	LMUD	65 N WEATHERLOW ST-COMM	2865 061119	1	1000-452-20-46	ELECTRICITY	42.39	42.39
Total 2865 061119:										42.39	42.39
06/19	06/20/2019	204310	437	LMUD	65 N WEATHERLOW ST-MUSEU	2866 061119	1	1000-451-80-46	ELECTRICITY	21.80	21.80
Total 2866 061119:										21.80	21.80
06/19	06/20/2019	204310	437	LMUD	N WEATHERLOW ST-TENNIS C	2870 061119	1	1000-452-20-46	ELECTRICITY	20.00	20.00
Total 2870 061119:										20.00	20.00
06/19	06/20/2019	204310	437	LMUD	NORTH ST BALL PARK-MEM FI	2873 061119	1	1000-452-20-46	ELECTRICITY	30.52	30.52
Total 2873 061119:										30.52	30.52
06/19	06/20/2019	204310	437	LMUD	115 N WEATHERLOW ST-MUSE	43866 061119	1	1000-451-80-46	ELECTRICITY	53.67	53.67
Total 43866 061119:										53.67	53.67
06/19	06/20/2019	204310	437	LMUD	65 N WEATHERLOW ST-PARK	4867 061119	1	1000-452-20-46	ELECTRICITY	68.55	68.55
Total 4867 061119:										68.55	68.55
06/19	06/20/2019	204310	437	LMUD	606 1/2 NEVADA ST	58211 061119	1	1000-417-10-46	ELECTRICITY	20.27	20.27
Total 58211 061119:										20.27	20.27
06/19	06/20/2019	204310	437	LMUD	NORTH ST PARK LIGHTS-MEM	9283 061119	1	1000-452-20-46	ELECTRICITY	92.14	92.14

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 9283 061119:										92.14	92.14
06/19	06/20/2019	204310	437	LMUD	MAIN & PINE CHRISTMAS TREE	94811 061119	1	1000-452-20-46	ELECTRICITY	20.00	20.00
Total 94811 061119:										20.00	20.00
06/19	06/20/2019	204311	9664		REFUND GAS DEPOSIT	10526060008	1	7401-2228-000	DEPOSITS-CUSTOMER	195.06	195.06
Total 10526060008:										195.06	195.06
06/19	06/20/2019	204312	9493	NATIONAL AUTO PARTS	SUPPLIES-GC	52-103515	1	1000-452-20-46	SUPPLIES-GENERAL	1,666.34	1,666.34
Total 52-103515:										1,666.34	1,666.34
06/19	06/20/2019	204313	527	NORTHWEST INSURANC	AIRPORT LIABILITY INSURANC	18983	1	7630-1430-105	PRE-PAID-OTHER	4,147.00	4,147.00
Total 18983:										4,147.00	4,147.00
06/19	06/20/2019	204314	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE R	933324	1	7401-430-62-43	TECHNICAL SVCS	57.97	57.97
06/19	06/20/2019	204314	1228	ONLINE INFORMATION S	ONLINE UTILITY EXCHANGE R	933324	2	7110-430-42-43	TECHNICAL SVCS	57.98	57.98
Total 933324:										115.95	115.95
06/19	06/20/2019	204315	9133	OWEN EQUIPMENT SALE	REPAIR & MAINT-STREETS	45988	1	2007-431-20-44	REPAIR AND MAINTENANCE-V	1,364.02	1,364.02
Total 45988:										1,364.02	1,364.02
06/19	06/20/2019	204316	9663		REFUND GAS DEPOSIT	10223150010	1	7401-2228-000	DEPOSITS-CUSTOMER	130.46	130.46
Total 10223150010:										130.46	130.46
06/19	06/20/2019	204317	1296	RENTAL GUYS	EQUIPMENT RENTAL-PARKS	713976-5	1	1000-452-20-44	RENT & LEASES EQUIP & VEHI	533.61	533.61
Total 713976-5:										533.61	533.61
06/19	06/20/2019	204318	1076	SIERRA COFFEE AND BE	BOTTLED WATER	51868	1	1000-417-10-46	SUPPLIES-GENERAL	34.65	34.65

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Total 51868:										34.65	34.65
06/19	06/20/2019	204319	1270	SILVER STATE BARRICA	SUPPLES-STREETS	106796	1	2007-431-20-46	SUPPLIES-GENERAL	1,391.00	1,391.00
Total 106796:										1,391.00	1,391.00
06/19	06/20/2019	204320	9665		REFUND COMMUNITY CENTER	061319	1	1000-2228-009	DEPOSITS-COMM CENTER RE	50.00	50.00
Total 061319:										50.00	50.00
06/19	06/20/2019	204321	1237	T2 GREEN	SUPPLIES- GC	190503	1	7530-451-52-44	REPAIR & MAINTENANCE - MIS	214.05	214.05
Total 190503:										214.05	214.05
06/19	06/20/2019	204322	712	TNS TRUCKING CO	SUPPLIES-STREETS	3691	1	2007-431-20-46	SUPPLIES-GENERAL	156.05	156.05
Total 3691:										156.05	156.05
06/19	06/20/2019	204323	9661		REFUND GAS OVERPAYMENTS	10306805408	1	9999-1001-001	CASH CLEARING - UTILITIES	234.82	234.82
Total 10306805408:										234.82	234.82
06/19	06/20/2019	204324	770	WESTERN NEVADA SUP	SUPPLIES- GAS	67892794	1	7401-430-62-46	SUPPLIES-GENERAL	203.36	203.36
Total 67892794:										203.36	203.36
06/19	06/20/2019	204325	1198	WESTWOOD SANITATIO	PORTABLE TOILET - SKYLINE	4-57321	1	1000-452-20-44	RENT & LEASES EQUIP & VEHI	98.66	98.66
Total 4-57321:										98.66	98.66
06/19	06/20/2019	204325	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COU	A-57313	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	98.66	98.66
Total A-57313:										98.66	98.66
06/19	06/20/2019	204325	1198	WESTWOOD SANITATIO	PORTABLE TOILET-GOLF COU	A-57330	1	7530-451-52-44	RENT & LEASES EQUIP & VEHI	98.66	98.66
Total A-57330:										98.66	98.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
Grand Totals:										89,463.28	89,463.28

Report Criteria:
Report type: GL detail
Check.Voided = False

Reviewed by:  City Administrator
 Public Works Director

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Daniel Gibbs, City Engineer

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Adopt **Resolution 19-5672** authorizing the Mayor to execute a contract with R.E.Y. Engineers Inc. for design consulting services on the State Transportation Improvement Program (STIP) Project 'Southeast Gateway Project, in an amount not to exceed \$179,804.

PRESENTED BY: Dan Newton, Public Works Director

SUMMARY: The City of Susanville has been pursuing the enhancement of the southern entrance into the City along State Route 36 by providing and improving bicycle facilities, pedestrian access and safety. This includes improving aesthetics and reducing vehicle conflicts in this busy commercial area. These improvements were identified as goals of the Susanville Gateway Project and presented to Council on August 15, 2018.

The next step in bringing this Project to reality is commencement of the design phase for the project or the Plans, Specifications and Estimate (PS&E) process. The PS&E process will consist of finalizing traffic studies and developing construction documents (plans, specifications and final cost estimate) based on the attached Project Report completed in the previous phase (attached).

The project is intended to complete the street frontages along Main Street between Riverside Drive and Johnstonville Road with the installation of new and replacement of any non-conforming curb, gutter, and sidewalk. The addition of a pedestrian safety rail on the Jensen Slough bridge, lighting enhancements, wayfinding signage, and landscaping are also planned. These, along with shoulder widening of State Route 36 and preservation of the existing chain-up area will improve safety, pedestrian use, and aesthetics for this area of the City.

Lastly, the Project will include a monument sign and landscaped area for traffic headed toward the City approximately 1/8 mile southerly on State Route 36 at the City limit. This will provide an excellent entry feature for those traveling into the City and provide an aesthetic compliment to City showcasing some of the benefits of the region.

Staff released a request for proposals (RFP) earlier this year for PS&E services with proposals due on April 12, 2019, Three (3) proposals were received from the following firms:

1. Lumos& Associates. Reno, Nevada
2. REY Engineers, Inc., Folsom, California
3. Wood Rogers, Reno Nevada

Procedures set forth in the California Department of Transportation Local Assistance Procedures, Chapter 10, consultant selection, were followed to prepare the RFP. The proposals were evaluated by multiple staff members using the criteria and weighting described in the RFP. The criteria and

weighting were as follows:

- 1) Experience with similar projects 25%
- 2) Project approach 15%
- 3) Qualifications of the firm 25%
- 4) Familiarity with State and Federal procedures 25%
- 5) References 5%
- 6) Quality of Proposal 5%

R.E.Y. Engineers Inc. was determined to be the best suited consultants of the three based on the above criteria. Additionally, R.E.Y. was the consultant on the previous phase involving environmental clearance and preparation of the project report. Their knowledge of the project will ensure continuity with the efforts performed previously and assist greatly in completing this portion of the project.

This project has been allocated \$200,000 for completion of the PS&E portion of the project. The consultant's proposal of \$179,804 will be set up on a milestone and deliverable goods basis to control costs. The remainder is to be used for additional services as required by the State through the review process and in support of contract administration by Public Works staff.

No programming of construction costs has been determined to date. Preliminary construction estimates ranging between \$2 Million and \$3 Million has been prepared and will require finalizing once the design phase is complete and approved by Caltrans. A programming effort in the next available STIP cycle (likely 2020) will be required in order to obtain construction funding.

FISCAL IMPACT: \$179,804 in recoverable costs through the State Transportation Improvement Program (STIP). A total of \$200,000 has been allocated through the Federal and State Transportation Improvement Program (STIP) programmed for this project. The City has met all program requirements and is eligible for reimbursement for project costs.

ACTION REQUESTED: Motion to adopt Resolution 19-5672 authorizing Mayor to execute the attached Agreement with R.E.Y. Engineers Inc. for design (PS&E) services in an amount not to exceed \$179,804.

ATTACHMENTS: Resolution 19-5672
Professional Services Agreement
REY Engineers Cost Proposal
E-76 Funding Authorization
Project Report

RESOLUTION NUMBER 19-5672

A RESOLUTION OF THE COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING THE EXECUTION OF AN PROFESSIONAL SERVICES AGREEMENT WITH R.E.Y. ENGINEERS, INC. AS CONSULTANTS FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE SOUTHEAST GATEWAY PROJECT ON MAIN STREET BETWEEN RIVERSIDE DRIVE AND JOHNSTONVILLE ROAD.

WHEREAS, the City of Susanville has been allocated funding, in the amount of \$200,000, through the State Transportation Improvement Program to complete the Plans, Specifications and Estimate (PS&E) phase of the project to enhance the main southern entrance into the City along State Route 36; and

WHEREAS, the technical nature of the work required to complete the PS&E services is outside of the expertise of City staff; and

WHEREAS, the allocated funding, in the amount of \$200,000, is available to hire a professional firm to complete the PS&E services; and

WHEREAS, the City has followed the appropriate procurement procedures in Chapter 10 of the State Local Assistance Program Manual (LAPM) to solicit and evaluate proposals per federal and state requirements; and

WHEREAS, three proposals have been received with REY Engineers, Inc. as being determined to be the most responsive through evaluation and review by a committee of City personnel; and

WHEREAS, Public Works staff has negotiated a fee in good faith with REY Engineers, Inc. for has proposed price not to exceed \$179,804.

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of Susanville that the Mayor of the City of Susanville is hereby authorized to execute an Agreement with REY Engineers, Inc. for professional services providing PS&E service for the Susanville Gateway Project.

Dated: July 3, 2019

APPROVED: _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing resolution 19-5672 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of July, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

ATTEST:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

CITY OF SUSANVILLE
Agreement No. 19-03
Project No. 02-5116-3492

THIS AGREEMENT is entered into this 3rd day of July, 2019 by and between R.E.Y. Engineers, Inc. as consultant (hereinafter referred to as "Consultant") and the CITY OF SUSANVILLE, (hereinafter referred to as "City").

FOR AND IN CONSIDERATION of the promises hereinafter made, Consultant and City agree as follows:

ARTICLE 1: AGREEMENT DOCUMENTS

This Agreement for the design phase of the Southeast Gateway, The City of Susanville Southeast Gateway Project Scope of Services (Exhibit A), City of Susanville Cost Summary (Exhibit B), and City of Susanville Rate Schedule (Exhibit C) attached hereto shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Agreement or to the Exhibits unless said modifications or amendments are in writing duly executed by the parties.

ARTICLE 2: TERM

The term of this agreement shall extend from July 8, 2019 to June 25, 2021 unless an extension to more than 24 months is required. The term of the Agreement may be extended by mutual agreement of the parties, which agreement must be reduced to writing and duly executed by the parties.

ARTICLE 3: LEGAL PARAMETERS

This Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Agreement without the prior written consent of the other parties. This Agreement shall be governed by the laws of the State of California.

ARTICLE 4: SCOPE OF SERVICES AND COMPENSATION

The Scope of Services and Deliverables are outlined in the *City of Susanville Southeast Gateway Project Scope of Services* (Exhibit A).

Compensation to be paid under this Agreement are detailed in the *City of Susanville Cost Summary* (Exhibit B), and *City of Susanville Rate Schedule* (Exhibit C).

Consultant shall perform and complete all work required in connection with the Agreement. City has the right to inspect and may reject any services provided by Consultant under this Agreement that, in City's determination, were not completed or that otherwise failed to satisfy the established specifications or performance standards. In the event of default the Consultant will be liable to the City for the cost of completion.

The City hereby promises and agrees with the said Consultant to pay in current funds for the performance of the Agreement a cost not to exceed of **\$179,804** for the completion of scope of services of the design phase of the Southeast Gateway Project as set forth in the *City of Susanville Southeast Gateway Project Scope of Services* (Exhibit A) and the *R.E.Y. Engineers, Inc. Project Report*.

The Consultant agrees to do the work, complete and in place, according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE 5: INVOICES AND BILLING

The Agreement price, in the amount not to exceed **\$179,804**, shall be made forthwith upon completion of work under this agreement. Progress payments for items identified as tasks in the scope of services can be paid once that certain task is completed and accepted by the City. The Consultant may invoice each task separately as identified above prior to completion of the entire scope of services if desired.

ARTICLE 6: INDEPENDENT CONSULTANT

The Consultant will act in an independent capacity and not as officers or employees of the City. Consultant further acknowledges and agrees that it is an independent Consultant and that nothing herein shall be construed to create the relationship of employer and employee between City and Consultant. No employee-related withholdings or deductions shall be made from payments due to Consultant.

Consultant shall not be entitled to receive any benefits from the City and shall not be eligible for workers' compensation or unemployment benefits. Consultant shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein. Notwithstanding the above, Consultant will work closely with the City and meet periodically when requested.

ARTICLE 7: SUBCONTRACTING

Consultant may enter into any subcontract for performance of any services contemplated under this Agreement. Consultant may not assign any interest in the Agreement without the prior written approval of City and they shall be subject to such conditions and provisions as City may deem necessary or desirable in its sole discretion. Where the City permits the use of subcontractors, no subcontractor may perform any work under this Agreement without first providing City certificates of insurance showing all of the coverages required in Article 9 of this Agreement.

Consultant shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Consultant, City may require Consultant to supply proof of payment for such materials or labor and certification of any prevailing wage requirements as identified in Article 13. Consultant shall pay the subcontractor(s) for undisputed services provided by them within thirty days of receiving payment from City.

ARTICLE 8: EQUIPMENT AND MATERIALS

Consultant will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Agreement. City will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

ARTICLE 9: INSURANCE

Before commencing work on this agreement the Consultant must provide certificates of insurance to show that the following minimum coverages are in effect. Consultant agrees that it will provide and maintain at all times during the term of this Agreement such insurance coverages as are indicated herein and that will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been established to protect the interests of the City. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this agreement.

The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors and sole proprietors engaged by Consultant with respect to this Agreement, and Consultant shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. Consultant shall not commence or perform any work under this Agreement until certificates of insurance are presented to the City showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the City as an additional insured.

Consultant agrees to maintain at all times during the period of this Agreement all of the following:

A. GENERAL LIABILITY, AUTO LIABILITY

Consultant shall maintain all insurance identified in the *R.E.Y. Engineers, Inc. Consultants Proposal* for the duration of the Agreement. Consultant shall name all parties as "additional insurers" on its general liability policy that are required to be so named under the Insurance Section of the *R.E.Y. Engineers, Inc. Consultants Proposal*.

B. WORKER'S COMPENSATION INSURANCE

Consultant hereby certifies that it is aware of and will comply with Section 3700 of the California State Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance before commencing any of the work.

ARTICLE 10: PERSONNEL

Consultant is responsible for compliance with all State and Federal laws. Consultant will manage his/her own personnel without oversight by the City and shall oversee and coordinate sub-contractors approved by City. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Consultant must certify to the City that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

The Consultant alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from: FMCSA and California Division of Occupational Safety and Health (Cal/OSHA).

ARTICLE 11: SAFETY AND TRAFFIC CONTROL

The Consultant alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Consultant is solely responsible for traffic control at the locations of and while engaged in highway services / maintenance. Traffic control practices, equipment and signage shall comply with the Manual on Uniform Traffic Control Devices, latest edition. Consultant shall maintain one lane of traffic at all times unless closure for public safety is authorized by City. Consultant shall also provide for the establishment of detours as needed. Consultant shall erect other barricades as may be directed by City.

The Consultant is responsible for contacting 811 "Call Before You Dig" prior to any needed excavation. No excavation is authorized until after 811 has marked all existing utilities. Prior to construction, the Consultant shall notify City of adjacent utilities when prosecution of work may affect them.

All work shall be completed within the City's right-of-way and/or public easements unless expressly and specifically directed to do so by the City.

ARTICLE 12: CONSULTANT'S LIABILITY

Consultant shall be responsible for all injuries to persons and for all damage to real or personal property of the City or others, caused by, or resulting from the negligence of itself, its employees, or its agents during the progress of, or connected with, the rendition of services hereunder. Consultant shall defend and hold harmless and indemnify the City, its officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence, actions, or inaction of Consultant, Consultant's subcontractors, employees or agents, arising out of the Consultant's performance of work under this Agreement.

ARTICLE 13: PREVAILING WAGE

The Consultant certifies and agrees that it will comply California Labor Code Section 1770 regarding prevailing wage requirements. City may request documentation to certify that the Consultant has paid its employees at the appropriate prevailing wage rate. In the event that the City determines that Consultant has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed Consultant until such time as the payment dispute is fully and finally resolved.

This provision in no way creates any contractual or third-party beneficiary relationship between any of Consultant's employees and the City, nor does it create any liability or duty on the City for Consultant's failure to make timely or appropriate payments to its employees, on behalf of its employees.

ARTICLE 14: AUDIT

Consultant shall permit authorized representatives of the City to have access to Consultant's books, records, accounts and any and all data relevant to this Agreement, for the purpose of making an

audit or examination during the term of the Agreement and for a period of four years following the fiscal year of the last expenditure under this Agreement.

ARTICLE 15: DISCRIMINATION

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Consultant and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under contract.

ARTICLE 16: BUSINESS LICENSE

Consultant has and will continue to maintain a current Business License during the term of this Agreement. Consultant shall insert in each of its subcontract agreements a provision, which requires its sub-contractors to present proof that the subcontractor has obtained a current Business License during the term of this Agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement on the day and year first written above.

CITY OF SUSANVILLE

APPROVED AS TO FORM:

By : _____

By : _____

Name : KEVIN STAFFORD

Name: JESSICA RYAN

Title : MAYOR

Title : CITY ATTORNEY

Date : _____

Date : _____

ATTEST:

CONSULTANT

By : _____

By : _____

Name : GWENNA MACDONALD

Name: _____

REY ENGINEERS INC.

Title : CITY CLERK

Address : _____

Date : _____

Date : _____

ATTACH NOTARY

EXHIBIT 'A' - REY SOUTHEAST GATEWAY PROJECT SCOPE OF SERVICES

EXHIBIT 'B' – REY COST PROPOSAL & FEE SUMMARY

EXHIBIT 'C' - REY RATE SCHEDULE



2. PROPOSAL DESCRIPTION

2.A PROJECT UNDERSTANDING

The City of Susanville is moving forward with a high priority project near the southern edge of the town. The project is located along the State Route 36 (SR 36) corridor and will occur primarily within the existing State Highway right of way. The project has undergone PA&ED and Project Report process and has received appropriate levels of documentation from both NEPA and CEQA.

The proposed landscaping and Gateway Monument are of paramount importance to the success of this project, as this will be the first visual experience of travelers arriving into Susanville while heading north on SR36.

Project Objectives

- Disability access compliant sidewalks, and related curb and gutter improvements
- ADA curb ramps
 - New curb ramps
 - Majority of existing curb ramps are anticipated to be updated with the in progress CAP-M project.
- Pedestrian crossing/crosswalks
 - Signalized crosswalks at the intersections within the project limits.
 - Pedestrian crosswalk along mall entrance.
- Safe and efficient circulation
 - Pedestrians
 - Bicycles
- Shoulder widening
 - Paved shoulder along SR 36 to enhance the existing chain-up area.
- Drainage facilities
 - Design drainage facilities to accommodate for the impact of new curb, gutter, and sidewalk improvements that will bisect the existing drainage area parallel to the highway.
- Installation of combination vehicular/ pedestrian railing on the existing bridge over the Jensen Slough
 - No new structures are being proposed as part of this project, this improvement can fit within the existing width of the roadway width proposed.
- New Gateway Monument at the southern edge of the City near the Susan River
 - Coordination with Entry Monument Coordinator to submit for final approval of the proposed monument location
- Coordinating utility extension
 - Utilities owners providing water, gas and electric, will have to be coordinated with to extend facilities to the proposed monument location to ensure irrigation and lighting of the proposed design.
 - Coordinate with electric utility owner as they will be responsible for extending their facilities.
- Landscaping and aesthetic improvements along the entire extents of the project.
 - New drought resistant trees and shrubs will be planted along both sides of project stretch
 - Pedestrian seating and trash receptacles
 - Relocate pedestrian lighting and add pedestrian gas lighting where possible to increase the esthetics of the project and serve as an example for future streetscape projects within Susanville.

Gateway Monument

The Gateway Monument water tower will be an important component of the Southeast Gateway Project. While developing our scope of work, we investigated manufacturers and suppliers of prefabricated water towers. That investigation resulted in an understanding of the procurement process and the construction delivery schedule. Procurement of a water tower similar to the existing tank at the SPI yard, on a scale appropriate for the Gateway Monument, will take 6 to 8 weeks. Early coordination with the manufacturer will significantly reduce the opportunity for construction delays related to procurement of the water tower.

Crosswalk Lighting

The new crosswalks on SR36 at the intersections with Johnsonville Road and Riverside Drive will require pedestrians to traverse five lanes of traffic. The existing traffic signal and street light combination poles may be too far from the proposed new crosswalks and not provide the minimum illumination required for pedestrian crossing of all five lanes. During the photometric analysis, should this be found to be the case, we plan to analyze the following options to provide adequate lighting:

Option 1 – Replace the luminaires on the existing signal poles to provide more light for the crosswalks.

Option 2 – Add luminaires to the pedestrian signal poles.

Option 3 – Placement of additional crosswalk luminaires on the east side of SR36 to work with the existing luminaires which are on top of the existing signal poles on the west side.



Bridge Crossing at Jensen Slough

The sidewalks which pass over Jensen Slough will require pedestrian and vehicular barriers. We are proposing a reinforced concrete barrier integrated with a thickened sidewalk section at the bridge crossing. This solution will allow us to provide a single structure which meets the requirements of both pedestrian and vehicular barriers.

Environmental Permitting

The Project Report indicates that a NPDES Section 402 permit will be required for this project.

Caltrans Permitting

The project will require an Encroachment Permit from Caltrans to facilitate construction of the proposed improvements.

2.B PROJECT APPROACH

Project Management

We will work with the City and Caltrans to establish a clear scope of improvements which can be delivered within the available budget and proposed timeframe.

We will meet with city representatives early in the process to clarify goals, identify any changes in direction from the Project Report, and confirm the aesthetic components of the Gateway Monument and landscaping so that we can move forward with an efficient technical design.

R.E.Y.'s Project Manager, Aaron Brusatori, will lead the Project Development Team (PDT), consisting of the City of Susanville, Caltrans, The HLA Group, Y&C Transportation Consultants and Headway Transportation. Aaron will keep the PDT apprised of milestones, decisions and action items throughout delivery of the project

R.E.Y. and The HLA Group are available to participate in one City Council meeting, on the same day as a site visit, to facilitate advancing the project and updating the Council.

Project meetings will be conducted on-site and through teleconferencing. On-site meetings may be conducted at the City of Susanville or at the Caltrans District 2 offices in Redding as appropriate to accomplish specific goals. Teleconference calls will be conducted to provide updates and to resolve questions and follow up on actions between submittals.

Construction Documents

Having completed the PA&ED phase of the Susanville Southeast Gateway Project, R.E.Y is uniquely positioned to deliver this project by advancing our previous work. For continuity, our team includes many of the consultants used to deliver the PA&ED phase, as well as new members where appropriate.

The R.E.Y. Team will consider the existing as-built conditions, project goals and develop construction documents to facilitate delivery of the project. We will prepare our Plans, Specifications and Estimates consistent with current Caltrans Standard Plans and Standard Specifications.

We will track comments and responses in a matrix to document project decisions and directions.

Survey Monument Preservation Record of Survey

Survey monument preservation is becoming a crucial issue in California, with more and more attention being brought to agencies not complying with State law. The common methods for survey monument preservation are Corner Records and Records of Survey.

To ensure compliance with Section 8771 of Business and Professions Code, Corner Records or a Record of Survey may be required. To address monument preservation, we will include a bid item and specification language to require the contractor, prior to the start of construction, to employ a California licensed land surveyor to document the existence or absence of survey monumentation that may be disturbed during construction activities. Post-construction, the contractor will be required to document that all disturbed monuments have been restored or no monuments were disturbed during construction.

2.C SCOPE OF WORK

Assumptions:

- Caltrans Encroachment Permit Fees will be paid by the City of Susanville or waived
- NPDES 402 permit may be required
- Existing signal interconnect will not be impacted with the proposed improvements
- Temporary signals will not be required



- Right of way acquisitions are not required as all improvements will be completed within the existing Caltrans or City Right of Way
- Proposed improvements will be permitted by Caltrans through an Encroachment Permit
- Gateway Monument will be designed, based upon the sketches included in the project report
- Design and project technical specifications will be developed by the City of Susanville using the 2018 Caltrans Standard Plans, Specifications and Special Provisions.
- City will prepare and provide the Front-end Documents for incorporation with bid package
- Design duration up to 8 months from NTP through Submittal of 100% Construction Documents
- The City has or will prepare all Requests for Authorization(s) (RFA's) for the project
- Jensen Slough Hydraulics will not be impacted by the proposed project
- Previous hydraulic studies are sufficient to facilitate the development of this phase of the project
- City of Susanville will provide as-built topography to document CAP M project improvements
- City of Susanville will provide top of culvert elevations for both ends of the Jensen Slough crossing
- 60% plans submittal level will include a set of cut sheets utilizing linework from the first phase with limited additional detail
- R.E.Y. will prepare bid item descriptions
- Specifications for the civil work will be prepared by the City of Susanville.
- Landscape Architect will provide specifications and estimates for the Gateway Monument and landscaping
- Electrical Engineer will prepare specifications and estimates for signal and lighting
- R.E.Y. will provide estimated quantities from the civil design
- The City of Susanville will estimate civil costs utilizing the quantities calculated by R.E.Y.
- Commercial Driveway at SR36 (Safeway) has been analyzed with the Cap M project and does not require further traffic analysis, as this area was reviewed with the Cap M project
- Chain up area does not require further discussion and can proceed from the work performed for the project report.
- R.E.Y. has included one on-site meeting, concurrent with a City Council meeting (if necessary)
- R.E.Y. has included one on-site PDT meeting at the City of Susanville or the Caltrans District Office in Redding

1. Project Management – June 2019 – December 2019

R.E.Y. will lead the project delivery team, administer subconsultant contracts, provide schedule updates, report items which need action from the City, Caltrans and other delivery team members. R.E.Y. will develop a project implementation plan to document consensus from Caltrans, the City of Susanville and the consultant team on the requirements to deliver the project. Based on our understanding of the project and efforts made during previous phases to determine the scope and contents of the improvements, we anticipate minimal changes from the Project Report to the final design. We will conduct two on-site Project Development Team (PDT) meetings one at the City of Susanville, to be concurrent with City Council meeting (if necessary) and the second is to be conducted at the City of Susanville or at the Caltrans District Office in Redding. Intermediate coordination will be conducted by conference call. Our first PDT meeting will be our kickoff meeting, to be conducted shortly after contract execution. This kickoff meeting will be conducted by conference call. We are available to participate in one City Council meeting, to provide an update to the Council. Subsequent on-site PDT meetings will be conducted concurrent with submittal of our 60% and 90% deliverables or a date coordinated between the City and consultant project manager. R.E.Y. will prepare and submit a Right-of-Way Certification per Caltrans LAPM Chapter 13 Certification based upon the understanding that there will not be any utility relocations or right of way acquisitions required.

Project QA/QC will be provided through concurrent review of project deliverables by seniors and principals throughout the project.

Deliverables:

Project Implementation Plan – Executive summary describing minimal changes from the approved Project Report, clarifying additional data collection and further study requirements.

QA/QC Reporting – Monthly progress reports will include a section addressing QA/QC.

Progress Reports – Progress reports will be provided monthly quantifying work complete, anticipated progress for the following month and outstanding questions which require action.

Meeting Agendas and Summaries – Agendas will be prepared for each PDT meeting and conference call. Minutes will be recorded and reported to memorialize progress and action items.

Right of Way Certification

2. Technical Studies - Traffic Operations Analysis Report

Data Collection

Headway Transportation (originally Traffic Works) will build on its prior work performed during the PA&ED phase. Data collection will consist of:



- Conduct new AM & PM peak hour turning movement counts at three (2) intersections; SR36/Riverside Drive, SR36/Johnstonville Road.
- Gather traffic count and crash data from readily available Caltrans sources
- Review field conditions and existing signal timing plans
- Inventory and describe existing pedestrian and bicycle facilities in the project area

Existing Conditions Analysis

We will utilize the gathered data and fully analyze existing traffic conditions in order to identify any missing elements and fully develop the project design recommendations.

The areas of focus for this analysis will be:

- the two signalized intersections
- bicycle and pedestrian facilities including pedestrian ramps

For the two signalized intersections, the analysis will focus on newer traffic data, the pedestrian crossing lengths, and measured pedestrian crossing times. For both peak hours, we will determine the signal phase timing and associated level of service, and document signal cycle failures/delays and automobile/pedestrian/bicycle volumes in each direction of travel.

Traffic Report

The Traffic Report will be developed to support the engineering design for the project and identify any remaining work items for the project. Travel demand will be consistent with the projections developed in the latest Lassen County Regional Transportation Plan. The Traffic Report will document the results and findings of the following evaluations.

- AM & PM peak hour intersection Level of Service analysis for the SR36/Riverside Drive, SR36/Johnstonville Road, intersections, demonstrating the effects of additional pedestrian phases

Additional/extended pedestrian phase and signal timing scenarios will be created and analyzed using the traffic volumes and pedestrian crossing time data. We will describe the operation of the intersections when the additional or extended phases are actuated and detected or simply run on a cycle.

The sight triangle requirements will be illustrated using standard plan triangles. The final product will include recommendations for the proper placement and setback of landscape and streetscape features at the two signalized intersections and the mid-block commercial driveway.

- Prepare a pedestrian detour plan as requested by Caltrans in the Transportation Management Plan Data Sheet dated 11/21/13

The pedestrian detour plan will be developed with the main requirement from the Data Sheet at the forefront: the shoulder on only one side of the SR 36 roadway may be closed to pedestrians and bicyclists during construction work. We will prepare a pedestrian detour plan concept to show the routes and placement of detours in various phases over the planned construction duration.

Final Report

Based upon our previous work and our understanding of the project, R.E.Y intends to deliver the project consistent with the approved Project Report. We will review the approved Project Report against the findings of the completed Traffic Report and right of way analysis and then issue a Conformance Memo. The Conformance Memo will memorialize consistency between the Project Report and the findings of the Traffic Report and right of way analysis.

Deliverables:

DRAFT Traffic Operations Analysis Report

FINAL Traffic Operations Analysis Report

Conformance Memo

3. Initial Engineering and Surveying

The R.E.Y. team will procure existing data and as-built plans from the Cap-M project as well as other improvements along the corridor which may impact this project. This information will be circulated to the design team. The existing information will be combined with any supplemental data to provide a base map for project design development. Preliminary engineering drawings will be prepared to identify right of way, existing utilities, and topographic features.

Base Mapping



R.E.Y. will update existing base files to include supplemental survey data provided by the City of Susanville which reflects the completed CAP M project and which documents the elevation for the top of culvert at both ends of the Jensen Slough crossing.

Preliminary Plans, Specifications, and Estimates

Y&C will prepare 60% electrical plans, specifications and estimates for the following items:

- Photometric analysis to determine light spacing.
- Traffic signal modifications at SR36 and Johnstonville Road and SR36 at Riverside Drive intersections.
- Street lighting plans
- Lighting for the gateway monument.

Landscape plans will be developed by The HLA Group for the Gateway Monument, plantings, irrigation and streetscape. They will perform the following:

- Prepare construction details for the proposed Gateway Monument sign illustrating the overall design, graphic elements, size, materials, colors and finishes.
- Prepare a Landscape Layout plans for elements including (but not limited to) the Gateway Monument sign, site furnishings, landscape areas, enhanced paving and other aesthetic elements/treatments.
- Prepare an Irrigation Plan with a proposed irrigation equipment legend, Point of connection (POC) locations and/or required utility service locations.
- Prepare a Planting Plan with corresponding plant legend/palette.
- Prepare technical specifications for landscape related items in the required format of the City, Caltrans and/or consultant team.
- Prepare a statement of probable construction costs for proposed improvements based on the 60% landscape plans.
- Complete any necessary revisions based on City and/or Caltrans comments including a response to comments memorandum.

The water tower component of the Gateway Monument will be aesthetically designed by The HLA Group to facilitate manufacturer provided pre-engineered structure. We will work with the manufacturer during PS&E phase to package a water tower to the satisfaction of the City of Susanville. Our coordination with the manufacturer will reduce procurement time during the construction phase.

The R.E.Y Team will prepare 60% preliminary engineering documents to show the following:

- Existing as-built conditions, including Cap-M improvements
- Horizontal alignments of the proposed sidewalks from previously completed Project Report work effort
- Locations of proposed crosswalks
- Locations of decorative streetlights
- Chain-up area delineation
- Bid Item Descriptions
- Calculate and report bid item quantities

R.E.Y. will integrate the work of Y&C and The HLA Group into a complete 60% PS&E submittal for review and comment by the City of Susanville.

Right of way effort includes preparation of Right of Way Certification.

Deliverables:

60% Engineering Drawings – 2 sets of hard copy 22x34 and a digital .pdf copy

Bid item descriptions

60% Landscape, Irrigation and Streetscape Plans – Landscape plans to be included within the engineering drawing plan set

60% Monument Sign Plans (Water tower, grading, utilities, landscaping and irrigation)- Gateway Monument plans to be included within the engineering drawing plan set

Initial bid item quantity estimate

4. Preparation of Construction Documents

Comments received on the 60% design submittal will be recorded on a plan review matrix. This matrix will be used to coordinate and document responses from each team member to ensure all concerns are being addressed. The design team will incorporate the review comments into the preparation of the 90% PS&E submittal. Construction details will include grade elevations throughout the work area, and structural engineering details will be added for the vehicle and pedestrian barriers at the crossing of Jensen Slough.



90% specifications and estimates will be prepared for traffic signal and landscape items.

Bid item quantity estimates will be updated to reflect 90% engineered design.

A draft bid package will be developed at the 90% submittal, including bid items, quantities with specifications and front end contract information provided by the City of Susanville.

The 90% PS&E construction documents will be submitted along with the plan review matrix for final review.

Comments received on the 90% documents will be incorporated into 100% bid ready construction documents.

Deliverables:

Plan review comment matrix

90% Construction Documents, Civil, Electrical, Utility, and Landscape, Irrigation, Planting, Gateway Monument – 2 sets of hard copy 22x34 and a digital .pdf copy

90% Technical Specifications Electrical, Landscape, Irrigation, Planting, Gateway Monument – 2 sets of hardcopy 8.5x11 and a digital .pdf copy

90% Estimate of probable construction costs – Electrical, Landscape, Irrigation, Planting, Gateway Monument

90% Bid item list and quantities

100% Plans

100% Specifications for Landscape, Irrigation, Planting, Gateway Monument

5. Permitting

Consistent with the Project Report, applications will be made for a Caltrans Encroachment Permit, by the City, and a NPDES Construction General Permit under Section 402, will be prepared by R.E.Y. Procurement of additional permits is not anticipated at this time. Should additional permitting be discovered, we will immediately notify the City, define a scope of services, and provide an estimated fee to assist with obtaining those permit(s).

We will assist City staff in preparation of the Caltrans Encroachment Permit package.

We will prepare a stormwater data report including determination of Risk Level and construction BMP's to facilitate stormwater permitting.

Deliverables:

Caltrans Encroachment Permit (By City)

Draft and Final Stormwater Data Report - NPDES Permit

6. Work Plan & Project Schedule

Using the items of work identified in the bid schedule, we will develop a probable construction schedule. This schedule will contain line items for procurement of construction funds as well as construction operations activities.

Deliverables:

Schedule for Acquisition of Construction Funding

Preliminary Construction Schedule

7. Right of Way Assistance

Based on our knowledge of the preliminary right of way investigation for the PA&ED, we do not believe there will be any temporary or permanent right of way or easement acquisitions needed and utility relocations will not be required for this project.

2.D MILESTONES AND DELIVERABLES CHARTS

A detailed schedule is provided in Section 7 of this proposal.

2.E PROPOSED TIMELINE

R.E.Y. has prepared a schedule which takes advantage of the work that we have completed with the previous phase as well as the conclusions from the environmental analysis. The schedule is aggressive, assuming we start as scheduled and with clear communications and cooperation from the reviewing agencies, the 100% PS&E can be delivered by the end of 2019. The schedule is included in Section 7 of this Proposal and breaks the work into components for measurement of progress throughout the design.

2.F STAFFING AND ASSIGNMENT OF KEY PERSONNEL

Project staffing and resumes can be found in Section 5 of this proposal

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 02-LAS-0-SUSV
 PREFIX: NH
 PROJECT NO: P036(110)
 SEQ NO: 1
 STATE PROJ NO: 0212000097S-1
 AGENCY: SUSANVILLE
 ROUTE: 36

PROJECT LOCATION:
 IN LASSEN COUNTY IN SUSANVILLE FROM JOHNSTONVILLE ROAD TO 0.1 MILE EAST OF EAST RIVERSIDE DRIVE.

TYPE OF WORK:
 CONSTRUCT CURB GUTTER SIDEWALK ADA RAMP
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
 ENV STATUS / DT: 12/06/2017
 RW STATUS / DT:
 INV RTE:
 BEG MP:
 END MP:

PREV AUTH / AGREE DATES:
 PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

DISASTER NO:

TIP DATA

MPO: NON-MPO
 FSTIP YR: 16/17
 STIP REF: 130-0000-2587
 FSTIP ID NO: null

BRIDGE NO:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
Z231	10	15				

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$200,000.00	\$177,060.00
	SUBTOTAL	\$200,000.00	\$177,060.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
OTH	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
TOTAL:	\$200,000.00	\$177,060.00	\$0.00

STATE REMARKS

04/27/2018 STATE DELEGATED REVIEW AND OVERSIGHT 23 USC Sec. 106(c)(1)

09/14/2018 09/14/18: Authorization for PS&E (Phase 1). This is a delegated review and oversight project, NEPA document is attached. This project will be advertised, awarded and administered (AAA) by the City of Susanville, under Caltrans Dist 02 oversight, per Cooperative Agreement No.02-C143, dated 11/05/2014, and Amendments 1 and 2 dated 12/27/2016 and 09/12/2018, respectively. CTC has allocated the required funds for the project in March 2018.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
 FOR: PRELIM ENGR PSE
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: CLARK, CHERIE
 REVIEWED IN FADS BY: LERMA, RAUL
 SUBMITTED IN FADS BY: LERMA, RAUL
 PROCESSED IN FADS BY: HUEY, SHUN
 E-76 AUTHORIZED DATE IN FMIS BY: TASIA PAPAJOHN

ON 2018-09-13 225-3290
 ON 2018-09-14 654-2452
 ON 2018-09-14 FOR CALTRANS
 ON 2018-09-14 FOR FHWA
 ON 2018-09-17 18:01:48.0

Susanville Public Works
 OCT 11 2018
 RECEIVED

SIGNATURE HISTORY FOR PROJECT NUMBER P036(110) AS OF 10/09/2018

FHWA FMIS SIGNATURE HISTORY

<u>MOD #</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
0	SHUN HUEY	09/17/2018
	SCOTT MCHENRY	09/17/2018
	TASIA PAPAJOHN	09/17/2018

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AUTH/AGREE	LERMA, RAUL	09/14/2018

Susanville Public Works

OCT 11 2018

RECEIVED

**Project Report
(PR)**

To

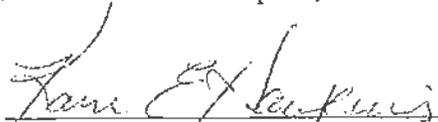
**To Request Programming for Capital Support
in the 2018 STIP and
Project Approval
for the Southeast Susanville Gateway Project**

On Route CA - 36

Between Fair Grounds Road / Johnstonville Road

And Susan River

I have reviewed the right-of-way information contained in this report and the right-of-way data sheet attached hereto, and find the data to be complete, current and accurate:



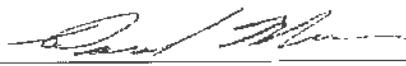
Karen Hawkins, DISTRICT DIVISION CHIEF, RIGHT OF WAY

APPROVAL RECOMMENDED:



Daniel Gibbs, P.E., City of Susanville

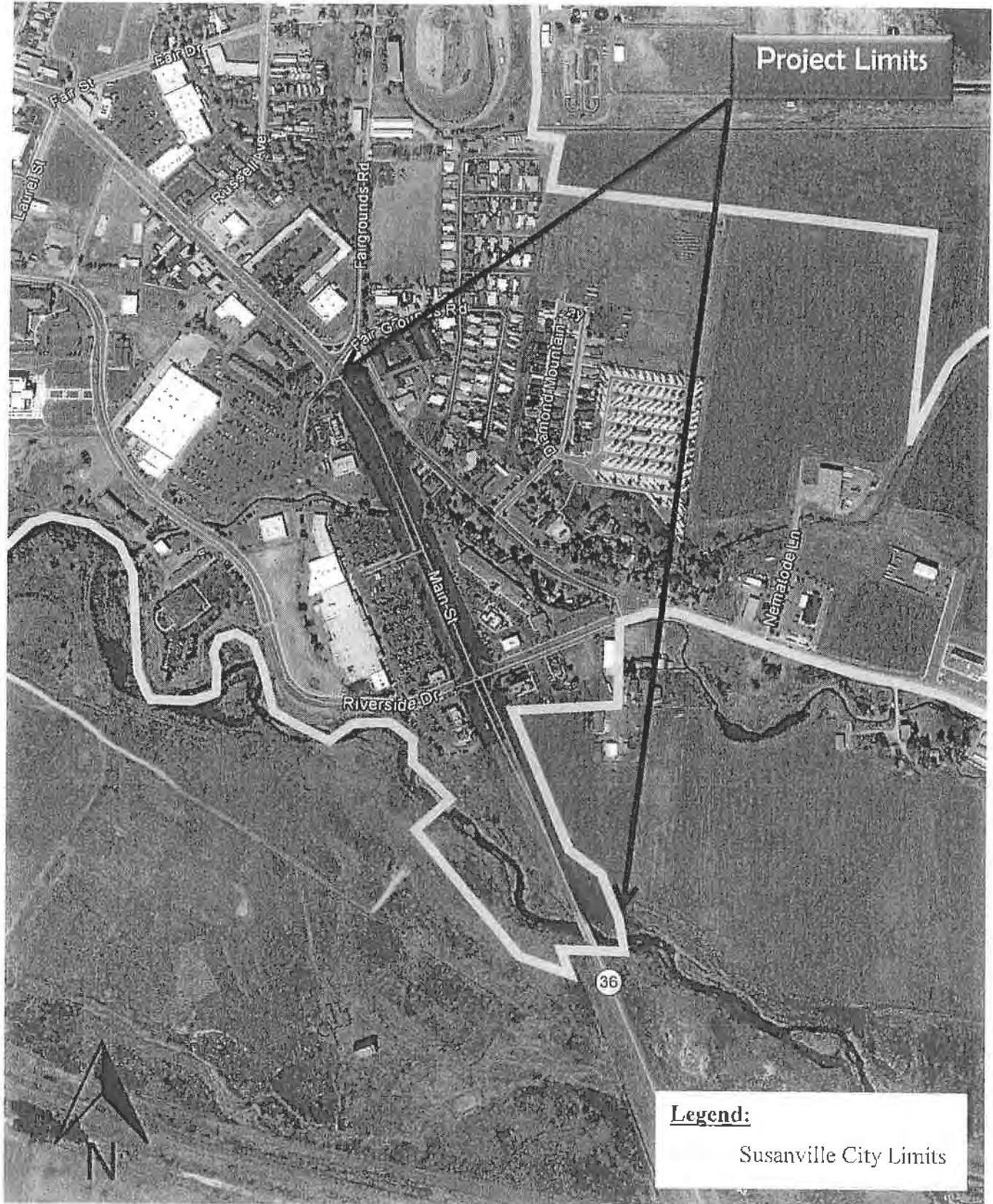
PROJECT APPROVED:



Dave Moore, DISTRICT DIRECTOR

2-8-2018
DATE

Vicinity Map City of Susanville



This project report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.


REGISTERED CIVIL ENGINEER

2/01/2018
DATE

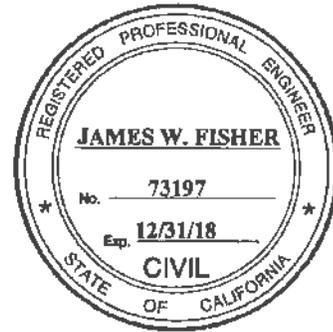


Table of Contents

1. INTRODUCTION	1
2. RECOMMENDATION	2
3. BACKGROUND	2
4. PURPOSE AND NEED	4
5. ALTERNATIVES	6
6. CONSIDERATIONS REQUIRING DISCUSSION	8
7. OTHER CONSIDERATIONS AS APPROPRIATE	10
8. FUNDING, PROGRAMMING AND ESTIMATE	11
9. DELIVERY SCHEDULE	12
10. RISKS	12
11. FHWA COORDINATION	13
12. PROJECT REVIEWS	13
13. PROJECT PERSONNEL	13
14. ATTACHMENTS	14
A. 2012 Lassen County CEDS Plan (39)	
B. Other Project – Exhibit (1)	
C. Traffic Crosswalk Study (2)	
D. Intersection Signaling Study (3)	
E. Drainage Report (22)	
F. Schematic Maps (5)	
G. Capital Outlay Project Estimate (10)	
H. Right-of-way data sheet (5)	
J. Environmental (4)	
K. Landscape Plans (7)	

1. INTRODUCTION

Project Description:

This State Transportation Improvement Program (STIP) Project Report (DPR) proposes to improve continuity of pedestrian access in Lassen County, in the City of Susanville, on State Route 36 from PM 26.2 to 26.7. This area is access controlled and no new connections are associated with the Southeast Susanville Gateway Project (Project). New curb, gutter, sidewalk, Americans with Disabilities Act (ADA) compliant ramps, and widened shoulders will be constructed, and new pedestrian lighting will be installed.

All new and existing curb ramps will be constructed or replaced, as necessary, to comply with DIB 82-05. For pedestrian safety, a sidewalk with combination vehicular/pedestrian railing (no new structures are being proposed) and a new pedestrian crossing with refined right turn pocket will be constructed. A new gateway monument sign will be constructed and pending acquisition of separate funding locally, landscaping improvements will be made as well.

There is one preferred alternative developed, and a no build alternative is available as well. To account for yearly inflation, the cost of the project was projected at increasing percentage rate starting with 2% for 2018, 3% for 2019 and 4% for 2020, escalated cost for 2020 is shown below.

Project Limits	02-Las-36 26.2/26.7	
Number of Alternatives	1 build alternative & 1 no build alternative	
	Current Cost Estimate (2017/2018):	Escalated Cost Estimate (2020/2021):
Capital Outlay Support	\$233,000 PS&E \$22,000 R/W	\$370,000 Construction
Capital Outlay Construction	\$1.829 million	\$2.000 million
Capital Outlay Right-of-Way	\$115,000	\$134,000
Funding Source	STIP	
Funding Year (PS&E)	2017/2018	
Funding Year (Construction)	2020/2021 (not currently funded)	
Type of Facility	4 lane conventional hwy with turn pockets	
Number of Structures	0	
Environmental Determination or Document	CEQA: Cat Ex, NEPA: CE.	
Legal Description	In Lassen County in and near Susanville from Johnstonville Road to Riverside Drive	

There are no exceptions to the Design Standards. A preliminary approval, of the gateway monument sign by Caltrans is in progress and no other approvals for preliminary design are anticipated at this time.

A maintenance agreement between the City of Susanville and Caltrans will be executed identifying the City of Susanville as responsible for the maintenance of the additional facilities and landscaping installed, as funding allows, within the State right-of-way.

2. RECOMMENDATION

It is recommended that the Project be approved for the preferred alternative, proceed to the next phase. Local agencies have been consulted with respect to the recommended plan, their view has been considered, and they are in general accord with the plan as presented.

3. BACKGROUND

The need for improvements along State Rough 36 was conceived as part of a Lassen County Economic Committee (LCEC) in 2012. Those improvements were determined to be vital to the economic growth of the community and are necessary to attract visitors and grow local businesses, by creating a safe environment for vehicular/pedestrian traffic and boost the aesthetic appeal of the area, see Attachment A.

The Project is sponsored by the City of Susanville and is supported by the Lassen County Transportation Commission (LCTC) which has prioritized the Project for programming in the State Transportation Improvement Program. Both, the City and the LCTC participated in the project description, concept, and purpose and need statements.

Project History

State Highway Route 36 (SR 36) is on the National Highway System and is included in the Interregional Road System. This section of State Route 36 is also a High Emphasis Route and an Interregional Transportation Strategic Plan Strategic Interregional Corridor.

The proposed build alternative described in this DPR builds upon the alternatives presented in the PSR-PDS, approved in 2013, and has been expanded to incorporate results and feedback from pertinent traffic analysis, environmental technical studies, and City input.

Additionally, a Caltrans Capital Maintenance (CAP-M) EA-4F990 Project is being developed along SR 36 throughout the project limits. The CAP-M Project plans, dated 7/26/2017, were accounted for in the preliminary design for this project since the CAP-M Project is scheduled to be constructed first. An appropriate location for the new

gateway monument site was established along the HWY-36 and Caltrans approval of the gateway monument is in process.

The Project will be constructed mostly within the State's right-of way, with a minor portion within the City's right-of-way. There is a potential for minor utility work within utility easements, and this utility work will be refined further and finalized during the PS&E phase. Likely owners of utilities within the project include AT&T, Lassen Municipal Utility District (LMUD), Frontier Communications, Susanville Sanitary District (SSD), Lassen Irrigation District, Zito Media and the City Water Department.

Community Interaction

Public involvement has helped shape this project and the alternatives being considered in the draft environmental documents. Extensive coordination has been conducted with project stakeholders to provide updates on the status of the proposed project, obtain public input, obtain agencies input, and resolve potential issues. The following public outreach efforts were made through June 2017:

- On Strategy – Susanville Main Street Survey
- Lassen Economic Development Council (LEDC) meetings
- City of Susanville Council meetings
- Lassen County Transportation Commission (LCTC)

Existing Facility

State Route 36 is a vital connection route that serves local, regional, and interregional traffic. SR 36 passes through a diverse range of topography and climate regions as it crosses northern California through six counties (Humboldt, Trinity, Shasta, Tehama, Plumas and Lassen) between the Pacific Ocean to US 395 in Lassen County, and it serves as a major connector for both truck and automobile traffic.

State Route 36, at the southern edge of the City of Susanville and through the project limits, is a four-lane conventional highway with left-turn pockets at signalized intersections and major commercial driveways. The minimum existing right-of-way width within the project limits along the State Route 36 is 170 feet. Between Fair Grounds Road/Johnstonville Road and the existing commercial entrance, State Route 36 crosses Jensen Slough, with a road width of 104 feet. On the East side of the Project, State Route 36 has a widened shoulder and grass lined ditch.

Other Projects

In addition to the CAP-M project, other projects are in the works along State Route 36. Specifically, the State Route 36 and Skyline Extensions Intersection project; see Attachment B. This project is approximately 0.3 miles southeast of the proposed monument sign location.

4. PURPOSE AND NEED

The Project proposes to install a new gateway entry monument that is context sensitive to the area and surroundings at a location more consistent with the current and future city limits. In addition, the Project will make pedestrian and aesthetic improvements along State Route 36 in the City of Susanville, California. The Project will provide new pedestrian pathways that will connect to existing commercial areas to improve economic development of the area, support increased pedestrian traffic and improve access to adjacent commercial developments.

The addition of pedestrian sidewalk and safety railings on an existing bridge, lighting enhancements, and landscaping improvements (once funding is identified) are being provided to improve public safety, pedestrian use, and aesthetics for this area of the City, respectively. Also, the Project will regrade the existing roadside ditch to allow for a wider shoulder along a section of State Route 36; which will enhance the existing chain-up area, while complying with current Caltrans and local agency design standards.

Purpose:

The purpose of the proposed Project is to improve pedestrian safety, increase pedestrian access to adjacent businesses, and contribute to the economic vitality of the City of Susanville. In addition, the Project will provide a model for future landscape improvements that can be applied to uptown, midtown and commercial segments of Main Street (or State Highway 36).

Need:

Within the project limits, there is a lack of pedestrian facility continuity limiting pedestrian access and visual cues to the traveling public that encourage commerce. There is also a need of upgrading all the pedestrian facilities to the current ADA standards and to create a safe passage for pedestrian and vehicular traffic.

4A. Problem, Deficiencies, Justification

Since the construction of State Route 36, the area has grown and vehicular traffic has increased, which necessitates the need for pedestrian improvements. Truck traffic is high as this corridor is part of a STAA terminal access for the east/west route between Interstate 5 and US 395. As a result, the easterly end of the project is a high use area for truck drivers stopping to access retail and commercial developments.

Some of the existing infrastructure within the project limits does not meet current Caltrans design standards, including pedestrian ramps. The primary transportation system deficiency is the lack of a continuous pedestrian facility through the project limits. The Project will install sidewalks in both the eastbound and westbound directions to improve connectivity and fill gaps in the sidewalk system.

4B. Regional and System Planning

State Route 36 is on the National Highway System and is included in the Interregional Road System. This section of State Route 36 is also a High Emphasis Route and an Interregional Transportation Strategic Plan Focus Route. The Project is consistent with the January 2012 State Route 36 Transportation Concept Report. The Project will also be coordinating with the proposed CAP-M Project.

4C. Traffic

The Project is almost entirely a sidewalk and landscaping improvement project intended to improve pedestrian safety, address related circulation issues and revitalize the easterly end of Susanville. No changes will be made regarding the number or width of travel lanes. Existing lane configurations and traffic controls will be maintained at all intersections.

Bicycle lanes were discussed during a meeting with Caltrans on July 19th, 2016, but deemed unfeasible due to the road width constraints at the Jensen Slough crossing. A traffic study was prepared with the CAP-M project to analyze whether it was appropriate to decrease Hwy 36 to a one-lane in each direction, which would allow wider shoulders and class II bike lanes along Main Street, but the study showed that this configuration would not be able to sustain the traffic volumes. The bike lanes were; therefore, eliminated from the CAPM project and are not suggested to be included in the Gateway Project.

At this time, it appears the proposed project would have the potential to affect roadway operations with slight changes in signal timing to accommodate additional crosswalks at the existing signalized intersections.

All landscape features will be designed and located in a manner that provides appropriate sight lines in accordance with Caltrans design standards. No issues were identified that impact clear recovery zones (CRZ). All improvements inclusive of the monument sign, boulders etc. will be place clear of and respect the needed 52' (fifty-two feet) CRZ.

Scope of Future Traffic Engineering Studies, Activities, & Tasks

Based on the proposed project elements and preliminary findings, the PS&E phase for this project should include the following traffic engineering related evaluations. These items have been deferred to PS&E phase and will be evaluated further once CAP-M improvements are completed:

- Provide the sight triangle requirements and/or exhibits for proper placement/setback of landscape and streetscape features.
- Prepare a pedestrian detour plan as requested by Caltrans in the Transportation Management Plan Data Sheet dated 11/21/13.
- Provide a Transportation Management Plan (TMP), to be prepared by Caltrans.

- Provide additional signing to address any needed NO PARKING or EMERGENCY PARKING ONLY signs along the corridor to control traffic and maintain a safe environment operational in the area(s) of improvement.

Current and Forecasted Traffic

The existing traffic volume data was obtained from the Caltrans 2012 Traffic Volumes Book for the Project area which is SR 36 from Post Mile (PM) 25.94 (Riverside Drive) to PM 26.22 (Johnstonville Road). The existing Annual Average Daily Traffic (AADT) is 13,300, the peak monthly average daily traffic (ADT) is 18,400 and peak hour is 1,550. Truck volume percentages, as seen from the previous traffic analysis is at 4.5%, are quite high and are a significant factor in determining the design parameters for any improvement to be completed.

No traffic volume forecasting or operation/capacity analysis has been prepared at this time since this project does not intend to modify any travel lane or intersection lane configurations.

An analysis was performed to identify the most appropriate location for a pedestrian crossing of the commercial driveway located approximately 550 feet north of Riverside Drive, see Attachment C.

The scope and probable construction cost of traffic signal modifications necessary to include additional pedestrian phases, ADA compliant push button detection, and pedestrian signal indications were evaluated, see Attachment D.

Collision Analysis

The crash history data for the project area was obtained through SWITRS data using the TIMS online query tools for the period of January 1st 2014 and December 31st, 2016 (a full 3-year period), one accidents occurred on the SR36/Riverside Drive intersection and three accidents were reported at the SR36/Johnstonville Road intersection. One accident was reported in the segment between those intersections. The Project does not appear to have a significant vehicular safety issues at this time.

5. ALTERNATIVES

5A. Viable Alternatives

The Project proposes to improve pedestrian facilities by installing curb, gutter, sidewalk and landscaping improvements as funding constraints allow. The Project intends to improve pedestrian safety and circulation and revitalize the south end of Susanville. All pedestrian ramps will be updated to the current ADA standards and a pedestrian railing along the existing bridge will be installed. The existing widened shoulder will be improved and necessary drainage facilities will be constructed. See Attachment E for the drainage report. A preferred alternative has been selected, and it

will improve State Route 36 and enhance and improve economic vitality by identifying a destination to travelers entering the City limit from the southeast:

Preferred Alternative

- This alternative proposes to construct or improve pedestrian facilities along the east and west sides of State Route 36. In some instances, new curb, gutter, and sidewalk will be constructed, and at other locations, a sidewalk will be added behind the existing curb. There are three curb ramps proposed and ten existing curb ramps requiring upgrading to current ADA standards; and four new crosswalks proposed with the Project. The State anticipates completion of the majority of the work for the CAP-M project (02-4F9904) in late 2018, and it is anticipated that nine out of the ten existing curb ramps will be upgraded to the current ADA standards as part of the CAP-M project, therefore this Project only includes the three new ramps and upgrading one existing curb ramp.
- The existing right turn pocket for the commercial entrance will be updated to accommodate new pedestrian facilities, and pedestrian railings will be constructed along the existing bridge crossing. A ditch on the north side of the highway (toward the east side of the Project) will be regraded to accommodate the shoulder widening. Drainage facilities will be extended and installed to accommodate for the bisection of an existing drainage area parallel to the highway and impacted by the new curb, gutter, and sidewalk.
- A new gateway monument will be constructed on the east side of State Route 36, approximately 300 feet north of the Susan River. The proposed preliminary design for the Gateway Monument Sign, will be placed at 52' (fifty-two feet) or more from the travelled way to satisfy the requirements of the proximity of discretionary objects to the edge of travel way.

Necessary utilities will be pulled from the nearest service drop to provide appropriate illumination and irrigation for the gateway sign and its associated landscape improvements. The area including the monument will have appropriate signing to restrict and control parking restrictions as required for adequate safety.

Additionally, landscape improvements will be made along both sides of the State Route 36, new trees and shrubs will be planted, and pedestrian seating and trash receptacles will be installed. Some pedestrian lighting may need relocating and additional pedestrian gas lighting is proposed to be installed to improve public safety and overall appeal of the Project. See Attachment 'F' for schematic maps of the study area and cross sections for Preferred Alternative.

No Build Alternative

The build alternative was developed under the existing constraints such as, but not limited to, compliance with State standards, cost to construct the project and unknown utility relocations or right of way acquisition. Should this build alternative no longer

provide a project conducive to the needs of, and/or deemed not affordable to the community as originally desired at inception, the no build alternative will be selected.

Erosion Control

Erosion control will be utilized during construction to protect the transportation facilities and environmentally sensitive areas. The most recently adopted BMP's will be used to meet water quality discharge requirements. Every effort will be made to reduce environmental impact on existing species and habitat.

Project Cost Estimate and Programming Needs

The estimated construction cost for Preferred Alternative is \$2,318 million. See Attachment G for the preliminary cost estimate. Programming of additional funds is required for the R/W and Construction phases in 2018 State Transportation Improvement Program (STIP). If any portion of the project scope is deemed ineligible, the city will pursue alternative funding sources for any non-STIP funded aspects of the project.

Right-of-way Data

There is no right-of-way acquisition neither anticipated nor identified as required for Preferred Alternative; however there are a number of street light poles that may need to be relocated and new utility facilities extended to the proposed gateway monument location. Several other utilities are present within the project limits and may require relocation or protection in place during the course of construction. This will be further evaluated and finalized during the PS&E stage. Additionally, some utility work may have to be performed within the City's right-of-way and public utility easements. See Attachment H for the right-of-way data sheet for the Preferred Alternative.

5B. Rejected Alternatives

Various alternatives were reviewed and eliminated during the Project Approval and Environmental Documents Stage. Construction of an off-site pedestrian path connecting to the existing pedestrian bridge was rejected due to the right-of-way acquisition required. Class II bike lanes were rejected due to the width of the existing roadway at the Jensen Slough crossing and lack of adjacent facilities. Replacement of existing sidewalk within the project limits was rejected as its condition was deemed satisfactory.

6. CONSIDERATIONS REQUIRING DISCUSSION

6A. Hazardous Waste

No hazardous waste sites were identified in the site assessment.

6B. Value Analysis

A Value Analysis study was not conducted for this project because this project is proposing to enhance pedestrian safety in the most cost effective way possible using Caltrans design standards.

6C. Resource Conservation

Features aimed at reducing wasteful, inefficient, and unnecessary consumption of energy and nonrenewable resources in construction, operations and maintenance of the Project will be included wherever possible. Material native to the surrounding area will be used during construction.

6D. Right-of-Way Issues

The Project can be built within the existing right-of-way along the State Route 36 corridor and City right-of-way, with some work performed within utility easements. The Right-of-Way Data Sheet is included in Attachment H.

Utilities: No underground utility relocations are anticipated with the exception of raising existing utility grates and lids to finished grade and adding drainage facilities in the chain-up area. Some light poles may need to be relocated, and this will be evaluated further and finalized during the PS&E stage. New utility improvements are anticipated for connection of irrigation and lighting to the proposed gateway monument.

Railroad: No railroad is involved in this project.

6E. Environmental Compliance

In order to comply with the requirements of CEQA and NEPA, a Categorical Exemption/Categorical Exclusion (CE/CE) was prepared in accordance with Caltrans' environmental procedures and State and Federal environmental regulations. The final CE/CE is included in Attachment J.

To support the CE/CE determination, a Phase I Initial Site Assessment (ISA) was prepared as part of the mini-PEAR effort, and it was revalidated on March 16, 2017. To evaluate biological resources, a Natural Environment Study-Minimal Impacts (NES(MI)) was prepared and approved on December 5, 2017. The NES(MI) included consideration of potential effects to water quality that may result from the project. To evaluate cultural resources, a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) were prepared and approved on November 7, 2017. Following approval of these studies, a Categorical Exemption was issued on December 6, 2017 to meet the requirements of CEQA, and a Categorical Exclusion was issued on December 6, 2017 to fulfill the requirements of NEPA. Acquisition of regulatory permits is not required for this project.

6F. Air Quality Conformity

Air quality conformity is not required.

6G. Title VI Considerations

All considerations under Title VI of the Civil Rights Act of 1964 and related statutes have been included in this Project.

6H. Noise Abatement Decision Report

Noise Abatement Decision Report is not required.

7. OTHER CONSIDERATIONS AS APPROPRIATE**Public Hearing Process**

There was no public hearing offered as there is only one build alternative. The local agencies are in support of the preferred alternative and would like to proceed with the project.

Permits

The permits and coordination listed in Table 1 would likely be required for the Project.

Agency	Permit/Approval	Status
Caltrans	Gateway Monument Sign Approval	In Progress
City and Caltrans	Encroachment Permit	Future
City and Caltrans	Maintenance Agreement	Future
City and Utilities Agencies	Utility Agreement	Future

Cooperative Agreements

The Project is a City of Susanville lead effort. The City of Susanville is the sponsoring agency and the implementing agency for all phases of this project. An existing cooperative agreement between City of Susanville and Caltrans was executed on December 27, 2016 and covers Project Approval and Environmental Document (PA&ED) efforts. A Cooperative Agreement for Plans, Specifications, and Estimate (PS&E), Right-of-Way (R/W), and Construction (CON) will be executed prior to each phase. This report serves as the authorizing document for future cooperative agreements.

Any additional cooperative agreements required will be in place as needed prior to

construction.

Other Agreements

An Interagency Maintenance Agreement will be executed prior to construction. Additionally, Utility Agreements will be executed during the R/W and PS&E stages.

Transportation Management Plan

A Transportation Management Plan will be prepared by Caltrans.

Landscaping

The Preliminary Landscaping Plans are included in the Attachment 'K'. Because this is a pedestrian facility improvement project, landscaping is warranted. See Attachment 'G' for provided preliminary costs for highway planting, erosion control, and aesthetic treatment required by the Project. Costs of landscaping and associated work will likely be funded outside the STIP program. All these factors will play a role in the final landscape design.

8. FUNDING, PROGRAMMING AND ESTIMATE

Funding

The Project is planned to be funded through the STIP and alternative funding sources for non-STIP eligible items. Items included in the scope of work that are determined ineligible such as landscaping and irrigation will be funded with local funds or alternative sources as allowed through applicable State programs.

It has been determined that this project is eligible for Federal-aid funding.

Programming

Capital outlay support estimate for programming PA&ED in the 2014 STIP for this project was \$160,000. The remaining programming for the PS&E is to be programmed. Future construction cost and support has been escalated at increasing percentage rates starting with 2% for 2018, 3% for 2019 and 4% for 2020. The escalated cost for 2020 is shown below.

Capital Outlay Project Estimate (all figures x \$1,000)

Fund Source	Fiscal Year Estimate								
	Prior	14/15	15/16	16/17	17/18	18/19	19/20	21/22*	Total
2017/18 STIP									
Component	In thousands of dollars (\$1,000)								
PA&ED Support		160							160
PS&E Support					233				233
Right-of-Way Support					22				22
Construction Support								370	370
Right-of-Way								134	134
Construction								2,184	2,184
Total		160			255			2,688	3,103

*Pending 2018 STIP programming.

Based on current capital outlay cost, the support cost ratio for Preferred Alternative is 35.6%, and based on escalated capital outlay cost for 2020, the support cost ratio for Preferred Alternative is 34%.

9. DELIVERY SCHEDULE

The anticipated funding fiscal year for construction is 2020/21.

Project Milestones		Milestone Date (Month/Day/Year)	Milestone Designation (Target/Actual)
PROGRAM PROJECT	M015	03/20/2014	Actual
BEGIN ENVIRONMENTAL	M020	07/01/2014	Actual
PA & ED	M200	01/31/2018	Target
PS&E TO DOE	M377	03/31/2019	Target
R/W CERT	M410	04/31/2019	Target
RTL	M460	05/31/2019	Target
AWARD	M495	12/31/2019	Target
END PROJ	M800	12/31/2020	Target

10. RISKS

The overall potential for risks to project budget and schedule are minimal as the Project will be within the existing State Highway right-of-way and a portion of the City right-of-way.

Additional potential risks include possible utility relocations beyond what are anticipated in the preliminary design, as well as new development to the current CAP-M project might affect proposed improvements. These will be determined during the PS&E phase.

11. EXTERNAL AGENCY COORDINATION

This project is considered to be an Assigned Project in accordance with the current Federal Highway Administration (FHWA) and Department of Transportation (Caltrans) Joint Stewardship and Oversight Agreement.

12. PROJECT REVIEWS

Scoping team field review _____	Date _____
Scoping team field review attendance roster attached.	
District Program Advisor _____	Date _____
Headquarters SHOPP Program Advisor _____	Date _____
District Maintenance _____	Date _____
Headquarters Project Delivery Coordinator _____	Date _____
Project Manager _____	Date _____
FHWA _____	Date _____
District Safety Review _____	Date _____
Constructability Review _____	Date _____
Other _____	Date _____

13. PROJECT PERSONNEL

Dan Newton Interim City Administrator	(530) 252-5100
Daniel Gibbs Acting Public Works Director/City Engineer	(530) 257-1041
Matt Gowan Caltrans Oversight Project Manager	(530) 225-2496
Craig Sanders Contract City Planner	(530) 252-5100
Larry Millar Public Works Director, Lassen County	(530) 251-8289
Jim Fisher, P.E. Consultant Project Manager	(916) 366-3040

14. ATTACHMENTS (Number of Pages)

- A. 2012 Lassen County CEDS Plan (39)
- B. Other Project – Exhibit (1)
- C. Traffic Crosswalk Study (2)
- D. Intersection Signaling Study (3)
- E. Drainage Report (22)
- F. Schematic Maps (5)
- G. Capital Outlay Project Estimate (10)
- H. Right-of-way data sheet (5)
- J. Environmental (4)
- K. Landscape Plans (7)

TASK DESCRIPTION	R.E.Y. Engineers, Inc.										Hours	Labour Cost	ODC's	TOTAL		
	Billing Rate	Assistant Engineer	Associate Engineer	Senior Engineer	Principal Engineer	Chief Estimator/Architect	Certified Chief of Party	Assistant Surveyor	Associate Surveyor	Senior Surveyor					Principal Surveyor	
I. Preliminary Engineering (PS&E)																
1 Project Management		54		62	24								150	\$24,965	\$600	\$25,565
1.01 1.1 Administration - Progress Reports, Invoices, and Schedule Updates				24	4								28	\$5,376		\$5,376
1.02 1.2 Project Implementation Plan				16	2								18	\$3,408		\$3,408
1.03 1.3 QA/QC Reporting					8								8	\$2,105		\$2,105
1.04 1.4 Progress Meeting and Reporting - On-Site PDT Meetings (1 max)		12		12									24	\$3,608		\$3,608
1.05 1.5 City Council Presentations (1 max)		16		16									32	\$4,811	\$600	\$5,411
1.06 1.6 Project Meetings / Conference Calls (6 max)		18		12									30	\$4,332		\$4,332
1.07 3.6 Right of Way Certification		8		2									10	\$1,325		\$1,325
2 Technical Studies		24		25									29	\$4,390	\$11,000	\$15,390
2.01 Traffic Report update Data Collection, Analysis, and Draft Report		4		4									8	\$1,203	\$7,500	\$8,703
2.02 Final Traffic Report		2		4									6	\$962	\$3,900	\$4,862
2.03 Sight Triangles		8		1									9	\$1,145		\$1,145
2.04 Shoulder Areas and Delineation Alternatives				2									2	\$360		\$360
2.05 Conformance Memo (Final Report)				4									4	\$721		\$721
3 Initial Engineering and Surveying		63	44	27	2					12		8	146	\$21,335	\$244	\$21,579
3.01 3.1 Data Collection and Review, Photometric Analysis		2		2									4	\$601		\$601
3.02 3.2 Base Mapping				2									22	\$4,181		\$4,181
3.03 3.3 a Preliminary Engineering Drawings - 60%		36	36	9	2					12		8	83	\$11,766	\$144	\$11,910
3.04 3.3 b Preliminary Technical Specifications - 60%		16	4	3									23	\$3,056		\$3,056
3.05 3.4 Cost Estimate - 60%		8	4	1									13	\$1,731		\$1,731
4 Prepare Construction Documents		100	92	22	5								219	\$30,823	\$4,932	\$35,755
4.01 4.1 a 90% Plan Sheets		52	52	11	2								117	\$16,401	\$4,644	\$21,045
4.02 4.1 b 90% Technical Specifications		8	4	2	1								15	\$2,174		\$2,174
4.03 4.1 c 90% Cost Estimate		8	4	1									13	\$1,731		\$1,731
4.04 4.1 d Draft Bid Package with Quantities		16	16	4	1								37	\$5,258	\$144	\$5,402
4.05 4.1 e 100% PS&E		16	16	4	1								37	\$5,258	\$144	\$5,402
5 Permitting		24	12	22									48	\$6,814		\$6,814
5.01 Application Development		24	12	4									40	\$5,373		\$5,373
5.02 Agency Coordination				4									4	\$721		\$721
5.03 Permit Issuance				4									4	\$721		\$721
6 Work Plan & Project Schedule				6	3								7	\$1,344		\$1,344
6.01 6A Schedule for Right of Way Acquisition and Utility Relocation (as applicable)																
6.02 6B Schedule for Acquisition of Construction Funding and Advertising / Bidding					2								2	\$360		\$360
6.03 6C Preliminary Construction Schedule with Critical Path and Order Work Components				4	1								5	\$964		\$964
7 Gateway Monument		10	10	2									22	\$3,022		\$3,022
7.01 Preliminary Engineering Drawings 60%, Specs and Estimates		4	4	1									9	\$1,249		\$1,249
7.02 90% Plan Sheets, Specs and Estimates		4	4	1									9	\$1,249		\$1,249
7.03 100% PS&E		2	2										4	\$534		\$534
SUBTOTAL		264	158	156	22					12		8	620	\$92,702	\$16,676	\$109,378
II. Right of Way																
9 Right of Way Assistance																
9.01 R/W Project Management, Meetings, Coordination, and QA/QC																
9.02 Billboard Relocation Assistance																
9.03 3.6 Right of Way Certification																
9.04 Utility Relocation Coordination and Assistance																
SUBTOTAL																
TOTAL HOURS		264	158	156	22					12		8	620			
TOTAL DOLLARS		\$33,626	\$32,166	\$28,102	\$8,787					\$2,748		\$2,072	\$92,702	\$16,676	\$109,378	

Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Quincy McCourt, Project Manager

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 19-5674** authorizing staff to apply for three projects under the Prop 68 funding.

PRESENTED BY: Quincy McCourt, Project Manager

SUMMARY: The City of Susanville will be applying for three projects with the State Wide Park Program as a result of Prop 68.

Staff is requesting a motion to approve applying for the following projects via resolution:

1. We Heart Memorial Park
2. Bridge Park - behind the High School
3. Barry Reservoir
4. Authorize the City Administrator and designee to sign any and all related contractual documents and or amendments

We Heart Memorial Park will enhance the water feature and skate park making Memorial Park a safe place for community members of all ages to enjoy. If the Council elects, this project can include property acquisition. The option would be to purchase lots that will enable south side access to Main Street.

Bridge Park will create a desirable open scape to hang out near the river while exposing any hiding places making it easier to patrol.

Barry Reservoir will create wildlife habitat as well recreation opportunities for small flotation vessels and as a backup act as a surface water storage for future infrastructure. This project will require property acquisition.

FISCAL IMPACT: Reimbursable cost of appraisal. Unknown.

ACTION REQUESTED: Motion to approve Resolution No. 19-5674 authorizing staff to apply for the three above mentioned projects.

ATTACHMENTS: Resolution No. 19-5674

RESOLUTION NO. 19-5674
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPROVING
THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes:

1. The filing of an application for the "We Heart Memorial Park", Bridge Park and Barry Reservoir Projects; and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to City Administrator to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
7. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED: _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 19-5674 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of July, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM. _____
Jessica Ryan, City Attorney

Reviewed by.  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Quincy McCourt, Project Manager

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution No. 19-5675 authorizing the Mayor to sign the agreement with C&S Companies for the five year contract to provide Planning, Engineering and Construction Management Services for the Airport.

PRESENTED BY: Quincy McCourt, Project Manager

SUMMARY: Each year the Susanville Airport is eligible to receive \$150,000 in Federal Aviation Administration (FAA) entitlement funding if met with a 10 percent City contribution. The City budgets \$15,000 annually to meet the local match requirement in order to contribute to airport improvements. As a stipulation of the grant, the FAA requires the City to enter into contract for two separate services for five year terms. The two specialties are Planning Services and Engineering and Construction Management Services. The consultant responsibilities are funded by the entitlement grants, less the 10 percent City local match.

The City circulated a Request for Qualifications and received three proposals for Engineering and Construction Management. A five panel team evaluated and unanimously selected C & S Companies as the recommended company. The individuals involved with the selection process included the Public Works Director, the City Engineer, the Airport Manager, a Susanville Municipal Airport Commission member and the City Project Manager. One proposal was received for Planning Services by C & S Companies.

Staff is requesting authorization by resolution for the Mayor to sign the agreements with C & S Companies for the Planning and Engineering and Construction Management Services. Staff will coordinate with the FAA and prepare the contract as soon as possible.

FISCAL IMPACT: Up to 10 percent of airport capital improvement projects.

ACTION REQUESTED: Motion to approve Resolution No. 19-5675 authorizing the Mayor to sign the agreements with C&S Companies for the five year contract to provide Planning and Engineering and Construction Management Services for the Airport.

ATTACHMENTS: Resolution No. 19-5675
C&S Companies Proposal

RESOLUTION NUMBER 19-5675
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE AUTHORIZING
THE MAYOR TO SIGN THE AGREEMENT WITH C&S COMPANIES FOR THE FIVE
YEAR CONTRACT TO PROVIDE PLANNING AND ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES FOR THE AIRPORT

WHEREAS, each year the Susanville Airport is entitled to \$150,000 of FAA entitlement funds if met with a 10% contribution; and

WHEREAS, as a stipulation of the grant, the FAA requires the City to enter into contract for two separate services for five year terms; and

WHEREAS, the two specialties are Planning Services and Engineering and Construction Management Services; and

WHEREAS, the City has followed the appropriate procedures to solicit qualified firms to provide this service by advertising an RFQ for thirty days; and

WHEREAS, three proposals were received of which a five panel team evaluated and selected C & S Companies with unanimous agreement to recommend to council; and

WHEREAS, one proposal was received for Planning Services; and

NOW THEREFORE, the City Council of the City of Susanville authorizes the Mayor to sign the contract with C&S Companies to provide a five year term of Planning and Engineering and Construction Management Services for the Susanville Municipal Airport.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Susanville that the Mayor is authorized to sign the contract with C&S Companies to provide a five year term of Planning and Engineering and Construction Management Services for the Susanville Municipal Airport.

Dated: July 3, 2019

APPROVED: _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 19-5675 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of July, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney

AGREEMENT

FOR

**CONSULTING AIRPORT ENGINEERING AND
CONSTRUCTION MANAGEMENT SERVICES**

FOR THE

**City of Susanville
Susanville Municipal Airport**

TABLE OF CONTENTS

ARTICLES	PAGE
ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED.....	1
ARTICLE 2A—PROVISION FOR PAYMENT—LUMP SUM.....	1
ARTICLE 2C—TIME FOR PERFORMANCE.....	2
ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS.....	3
ARTICLE 4—ENTIRE AGREEMENT.....	3
ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES.....	3
ARTICLE 6—CONSULTANT LIABILITY.....	3
ARTICLE 7—LABOR LAW REQUIREMENTS.....	4
ARTICLE 8—NONDISCRIMINATION PROVISIONS.....	4
ARTICLE 9—WORKERS’ COMPENSATION AND LIABILITY INSURANCE.....	4
ARTICLE 10—ASSIGNMENT REQUIREMENTS.....	5
ARTICLE 11—ADDITIONAL SERVICES.....	5
ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION.....	6
ARTICLE 13—SUSPENSION OF SERVICES.....	7
ARTICLE 14—INTERCHANGE OF DATA.....	7
ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS.....	8
ARTICLE 16—CODE OF ETHICS.....	8
ARTICLE 17—INDEPENDENT CONTRACTOR.....	8
ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS.....	8
ARTICLE 19—STATE OF CALIFORNIA PARTICIPATION.....	8
ARTICLE 20—FEDERAL PARTICIPATION.....	9
ARTICLE 21—MISCELLANEOUS.....	9
ARTICLE 22—SUBCONSULTANTS/SUBCONTRACTORS.....	10
ARTICLE 23 — FORCE MAJEURE.....	10
ARTICLE 24 — DISPUTE RESOLUTION.....	10
AIRPORT AID PROGRAM.....	1
A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS.....	1
SCHEDULE A—SAMPLE TASK ORDER.....	A-1 to A-2
SCHEDULE B— SCHEDULE OF BILLING RATES.....	B-1
SCHEDULE C—NOT USED	
SCHEDULE D—SPONSOR’S CERTIFICATION FOR SELECTION OF CONSULTANTS ..	D-1 to D-2
SCHEDULE E—SPONSOR’S RESOLUTION.....	E-1
SCHEDULE F—NOT USED	
SCHEDULE G—CERTIFICATION OF CONSULTANT.....	G-1
SCHEDULE H—AIRPORT AID PROGRAM.....	H-1

AGREEMENT

PROJECT: CONSULTING AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES, SUSANVILLE AIRPORT

This Agreement, made effective this 3rd day of July, 2019, is by and between City of Susanville, a Municipality, having an address at 66 North Lassen Street, Susanville, CA (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation authorized to perform services in California and having offices at 8950 Cal Center Drive, Suite 102 Sacramento, CA 95826 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the employ of the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR general airport consultant services periodically over a 5 year term. At the SPONSOR'S discretion, additional one year options can be added to the term of the agreement. The CONSULTANT'S performance on behalf of the SPONSOR shall be authorized by execution of a series of Task Orders, as described in Article 2 hereof.

The SPONSOR'S resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E".

ARTICLE 2—TASK ORDERS

- 2.1 The CONSULTANT'S services shall be provided on specific projects as subsequently authorized by Task Orders issued by the SPONSOR under this Agreement. Each Task Order shall contain the following:
 - 2.1.1 Date of Issuance.
 - 2.1.2 Incorporation by reference of this Agreement.
 - 2.1.3 Identification of project for which the CONSULTANT is to render services.
 - 2.1.4 Description of services to be rendered by the CONSULTANT.
 - 2.1.5 Period of services (*i.e.*, time schedules, completion dates, etc.)
 - 2.1.6 Amount to be paid to the CONSULTANT for these services, and the method of payment (refer to Article 2A or 2B, below.)
 - 2.1.7 Special Requirements, if any, of the SPONSOR and/or the California Department of Transportation (Caltrans) and the Federal Aviation Administration (FAA).
- 2.2 Each Task Order shall be numbered consecutively (*e.g.*, "Task Order No. 1", etc.), and be signed and dated by the SPONSOR and the CONSULTANT.
- 2.3 Each Task Order shall be attached to and made a part of this Agreement. A sample Task Order is attached hereto as Schedule "A".

ARTICLE 2A—PROVISION FOR PAYMENT—LUMP SUM

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for studies, design, and miscellaneous services performed hereunder, the fee established therefor in each Task Order, which will cover salaries of employees assigned to the specified project, all indirect costs, all direct expenses, and profit. The maximum fee set forth in the Task Order cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT's lump sum fee shall be prescribed in the Schedule "B" accompanying the Task Order pertaining to the specific project.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Basic Services will be based upon the CONSULTANT's estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

ARTICLE 2B—PROVISION FOR PAYMENT—COST PLUS FIXED FEE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of services under a Task Order, the following:

Item I: Hours times billing rates of all employees assigned to the project for all or part of the term of the Task Order, in accordance with Schedule "C" – Schedule of Billing Rates. Overtime in accordance with the terms of this Agreement shall be charged under this Item. Overhead allowance and profit are included in the rate schedule.

Item II—Actual Direct Nonsalary Costs incurred during the term of the Task Order, as defined in the applicable Schedule "B", all subject to audit.

Item III—In the event of any claims being made or actions being brought against a project authorized by the SPONSOR hereunder, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

B. Partial Payments—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under each Task Order and may be subject to periodic and final audit by the SPONSOR, Caltrans, and the FAA. Such an audit shall not be a condition for making partial payments.

C. Final Payment—Payment of the final invoice shall be made upon completion and acceptance of the applicable project by the SPONSOR, Caltrans, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's fixed fee, shall be as established in Schedule "B" to each Task Order issued hereunder, unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services to be performed.

*Duration is applicable to construction observation only.

ARTICLE 2C—TIME FOR PERFORMANCE

For services under grant for reimbursement from funding agencies (such as the FAA), the SPONSOR agrees to pay invoices within 15 days of receiving reimbursement from the funding agency. For services not under grant or ineligible for funding, the SPONSOR agrees to pay invoices within 45 days of receiving an acceptable invoice. If invoices are past due, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under the Task Order, and the time schedule and compensation set forth in Schedule "B" to such Task Order shall be adjusted to compensate for the period of suspension.

Execution of each Task Order by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed with the performance of Basic Services as set forth therein. The time for completion of the Basic Services, subject to the provisions of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule "A" to the Task Order.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, Caltrans, and the FAA, if any, for projects of a type similar to the project which the SPONSOR authorizes the CONSULTANT to perform. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished shall be performed in accordance with these standard practices as long as they are consistent with the foregoing standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Task Orders and Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

The provisions of this Article 6 shall survive termination or expiration of this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedule “H”, which is attached hereto and made a part hereof.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedule “H” hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedule “H” in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of California. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR’S legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKERS’ COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of California. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days’ written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. The CONSULTANT shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation laws of the State of California and pay such premiums as may be required thereunder and to defend, indemnify, and hold City harmless from any and all liability from or under said laws. It shall also furnish, upon request by City, a copy of the official certificate or receipt showing the premium payments referred to above.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hercof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 - 1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 - 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 - 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, Caltrans, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, Caltrans, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish

or obtain from others any service that is beyond the scope of each Schedule "A" to the corresponding Task Order ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B" for each Supplemental Agreement) shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend a project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends a project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary by the SPONSOR's amendment or change, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons a project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement or any Task Order issued hereunder may be terminated:

1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, its project.

2. For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement or any Task Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement or any Task Order for cause during any phase of Basic Services, then the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the

basis specified in Schedule "B" for each Task Order. The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement or any Task Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" to each Task Order measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B" for each Task Order. Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" for each Supplemental Agreement measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in the appropriate Schedule "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the project for which they were prepared, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable experts' and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that no person having any such interest shall be employed in the performance of this Agreement.

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with Schedule "G" hereto.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of California or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State of California and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—STATE OF CALIFORNIA PARTICIPATION

The services to be performed in this Agreement may be included in a Caltrans Project, which is being

undertaken and accomplished by the SPONSOR and the State of California and pursuant to which the State of California has agreed to pay a certain percentage of the allowable project costs. The State of California is not a party to this Agreement and no reference in this Agreement to any representative thereof, or to any rights granted to the any representative thereof or the State of California by the Agreement, makes the State of California a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of California may from time to time inspect all project documents for the purpose of insuring compliance with California laws and protecting the interests of the State of California.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules “D”, “F”, “G”, “H” hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the projects are located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of California.
- F. SPONSOR acknowledges that:
 - CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

- CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
- SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by Caltrans and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strike; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through _____, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written.

SPONSOR

By: _____

Title: _____

Date: _____

CONSULTANT

C&S Engineers, Inc.

By: _____

Title: _____

Date: _____

SCHEDULE "A"
Sample Task Order

TASK ORDER NO.

TO: _____

RE: _____
(Project Identification)

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the _____ (SPONSOR) and C&S Engineers, Inc. (CONSULTANT) for providing periodic professional services, we enclose three (3) originals of our request for authorization to _____ furnish _____ services _____ in _____ connection _____ with _____ (the "Project").

2. DESCRIPTION OF SERVICES: _____

3. SPONSOR'S RESPONSIBILITIES:

[Sponsor's responsibilities shall be as described in Section 3 of the Agreement.]
[Sponsor's responsibilities in Section 3 of the Agreement are modified as follows:]

4. PERIOD OF SERVICES:

[Services are to be completed by _____ 20__.]
[Services are to be provided in conformance to the following schedule:]

5. PAYMENTS:

[Payments shall be made in accordance with the Article 2A[2B] of the Agreement. The total fee amount is _____.]

6. GENERAL CONSIDERATIONS

The CONSULTANT designates _____ as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

_____]

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. ____.

Please return this executed Task Order, which shall constitute your authorization to proceed, to our office together with the executed attachments.

Very truly yours,

SPONSOR:

CONSULTANT:

C&S ENGINEERS, INC.

By: _____

By: _____

Title _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENTS:

Schedule A: Scope of Services

Schedule B: Cost Summary

SCHEDULE "B"

SCHEDULE OF BILLING RATES

Job Title	2018	Hourly Rate			
		2019	2020	2021	2022

Rates provided include direct salary costs, overhead and profit. Rate schedule effective through the end of the contract. Yearly escalation rates of 2% shall be added as shown above. The new rates shall be effective on the 1st day of January.

Rates do not include those of subconsultants.

SCHEDULE "D"

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

SELECTION OF CONSULTANTS

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Periodic General Airport Consultant Services for 3-year term (two additional one year options may be added at the Sponsor's discretion).

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects".

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the Sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.			
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.			
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor's independent cost estimate.			
4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval was (will be) obtained from the FAA.			
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.			

Yes No N/A

6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE

SCHEDULE “E”

(RESOLUTION TO BE INSERTED)

SCHEDULE "G"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Aviation Design and Construction Group and a duly-authorized representative of the firm of C&S Engineers, Inc., whose principal address is 499 Col. Eileen Collins Blvd., Syracuse, NY, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

Date

END OF SCHEDULE

SCHEDULE H AIRPORT AID PROGRAM

A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS

For purposes of this schedule the term "Contractor" or "Consultant" shall refer to "Consultant" as that term is defined in the Agreement to which this schedule is attached.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Sponsor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity,

project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made

by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Sponsor a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TERMINATION OF CONTRACT

Termination for Convenience-The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this contract, whether complete or partially complete. Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services. Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default-Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Sponsor approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Sponsor agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R. unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF SCHEDULE

AGREEMENT
FOR
CONSULTING AIRPORT PLANNING SERVICES

FOR THE

City of Susanville
Susanville Municipal Airport

TABLE OF CONTENTS

ARTICLES	PAGE
ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED.....	1
ARTICLE 2A—PROVISION FOR PAYMENT—LUMP SUM.....	1
ARTICLE 2C—TIME FOR PERFORMANCE.....	2
ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS.....	3
ARTICLE 4—ENTIRE AGREEMENT.....	3
ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES.....	3
ARTICLE 6—CONSULTANT LIABILITY.....	3
ARTICLE 7—LABOR LAW REQUIREMENTS.....	4
ARTICLE 8—NONDISCRIMINATION PROVISIONS.....	4
ARTICLE 9—WORKERS’ COMPENSATION AND LIABILITY INSURANCE.....	4
ARTICLE 10—ASSIGNMENT REQUIREMENTS.....	5
ARTICLE 11—ADDITIONAL SERVICES.....	5
ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION.....	6
ARTICLE 13—SUSPENSION OF SERVICES.....	7
ARTICLE 14—INTERCHANGE OF DATA.....	7
ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS.....	8
ARTICLE 16—CODE OF ETHICS.....	8
ARTICLE 17—INDEPENDENT CONTRACTOR.....	8
ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS.....	8
ARTICLE 19—STATE OF CALIFORNIA PARTICIPATION.....	8
ARTICLE 20—FEDERAL PARTICIPATION.....	9
ARTICLE 21—MISCELLANEOUS.....	9
ARTICLE 22—SUBCONSULTANTS/SUBCONTRACTORS.....	10
ARTICLE 23—FORCE MAJEURE.....	10
ARTICLE 24—DISPUTE RESOLUTION.....	10
AIRPORT AID PROGRAM.....	1
A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS.....	1
SCHEDULE A—SAMPLE TASK ORDER.....	A-1 to A-2
SCHEDULE B—SCHEDULE OF BILLING RATES.....	B-1
SCHEDULE C—NOT USED	
SCHEDULE D—SPONSOR’S CERTIFICATION FOR SELECTION OF CONSULTANTS ..	D-1 to D-2
SCHEDULE E—SPONSOR’S RESOLUTION.....	E-1
SCHEDULE F—NOT USED	
SCHEDULE G—CERTIFICATION OF CONSULTANT.....	G-1
SCHEDULE H—AIRPORT AID PROGRAM.....	H-1

AGREEMENT

PROJECT: CONSULTING AIRPORT PLANNING SERVICES, SUSANVILLE AIRPORT

This Agreement, made effective this 3rd day of July, 2019, is by and between City of Susanville, a Municipality, having an address at 66 North Lassen Street, Susanville, CA (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation authorized to perform services in California and having offices at 8950 Cal Center Drive, Suite 102 Sacramento, CA 95826 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the employ of the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR general airport consultant services periodically over a 5 year term. At the SPONSOR'S discretion, additional one year options can be added to the term of the agreement. The CONSULTANT'S performance on behalf of the SPONSOR shall be authorized by execution of a series of Task Orders, as described in Article 2 hereof.

The SPONSOR'S resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E".

ARTICLE 2—TASK ORDERS

- 2.1 The CONSULTANT'S services shall be provided on specific projects as subsequently authorized by Task Orders issued by the SPONSOR under this Agreement. Each Task Order shall contain the following:
- 2.1.1 Date of Issuance.
 - 2.1.2 Incorporation by reference of this Agreement.
 - 2.1.3 Identification of project for which the CONSULTANT is to render services.
 - 2.1.4 Description of services to be rendered by the CONSULTANT.
 - 2.1.5 Period of services (*i.e.*, time schedules, completion dates, etc.)
 - 2.1.6 Amount to be paid to the CONSULTANT for these services, and the method of payment (refer to Article 2A or 2B, below.)
 - 2.1.7 Special Requirements, if any, of the SPONSOR and/or the California Department of Transportation (Caltrans) and the Federal Aviation Administration (FAA).
- 2.2 Each Task Order shall be numbered consecutively (*e.g.*, "Task Order No. 1", etc.), and be signed and dated by the SPONSOR and the CONSULTANT.
- 2.3 Each Task Order shall be attached to and made a part of this Agreement. A sample Task Order is attached hereto as Schedule "A".

ARTICLE 2A—PROVISION FOR PAYMENT—LUMP SUM

The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT shall accept, as full compensation for studies, design, and miscellaneous services performed hereunder, the fee established therefor in each Task Order, which will cover salaries of employees assigned to the specified project, all indirect costs, all direct expenses, and profit. The maximum fee set forth in the Task Order cannot be exceeded for any reason, unless Additional Services are authorized and performed in accordance with the provisions of Article 11 of this Agreement. The method of computation of the CONSULTANT's lump sum fee shall be prescribed in the Schedule "B" accompanying the Task Order pertaining to the specific project.

Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Basic Services will be based upon the CONSULTANT's estimate of the proportion of the total Basic Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon the substantial completion of the Basic Services covered by the lump sum fee.

ARTICLE 2B—PROVISION FOR PAYMENT—COST PLUS FIXED FEE

A. Basis for Payment—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of services under a Task Order, the following:

Item I: Hours times billing rates of all employees assigned to the project for all or part of the term of the Task Order, in accordance with Schedule "C" – Schedule of Billing Rates. Overtime in accordance with the terms of this Agreement shall be charged under this Item. Overhead allowance and profit are included in the rate schedule.

Item II—Actual Direct Nonsalary Costs incurred during the term of the Task Order, as defined in the applicable Schedule "B", all subject to audit.

Item III—In the event of any claims being made or actions being brought against a project authorized by the SPONSOR hereunder, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

B. Partial Payments—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under each Task Order and may be subject to periodic and final audit by the SPONSOR, Caltrans, and the FAA. Such an audit shall not be a condition for making partial payments.

C. Final Payment—Payment of the final invoice shall be made upon completion and acceptance of the applicable project by the SPONSOR, Caltrans, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's fixed fee, shall be as established in Schedule "B" to each Task Order issued hereunder, unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services to be performed.

*Duration is applicable to construction observation only.

ARTICLE 2C—TIME FOR PERFORMANCE

For services under grant for reimbursement from funding agencies (such as the FAA), the SPONSOR agrees to pay invoices within 15 days of receiving reimbursement from the funding agency. For services not under grant or ineligible for funding, the SPONSOR agrees to pay invoices within 45 days of receiving an acceptable invoice. If invoices are past due, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under the Task Order, and the time schedule and compensation set forth in Schedule "B" to such Task Order shall be adjusted to compensate for the period of suspension.

Execution of each Task Order by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed with the performance of Basic Services as set forth therein. The time for completion of the Basic Services, subject to the provisions of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule "A" to the Task Order.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, Caltrans, and the FAA, if any, for projects of a type similar to the project which the SPONSOR authorizes the CONSULTANT to perform. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished shall be performed in accordance with these standard practices as long as they are consistent with the foregoing standard of care. If any of these standard practices are inconsistent with the CONSULTANT'S standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT'S services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Task Orders and Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

The provisions of this Article 6 shall survive termination or expiration of this Agreement.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedule “H”, which is attached hereto and made a part hereof.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedule “H” hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedule “H” in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of California. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR’S legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKERS’ COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of California. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days’ written notice has been given to the SPONSOR. The kinds and amounts of insurance required are as follows:

- A. The CONSULTANT shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers' Compensation laws of the State of California and pay such premiums as may be required thereunder and to defend, indemnify, and hold City harmless from any and all liability from or under said laws. It shall also furnish, upon request by City, a copy of the official certificate or receipt showing the premium payments referred to above.
- B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars (\$3,000,000) for all damages arising out of injury to or destruction of property during the policy period.
 - 1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.
 - 2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.
 - 3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, Caltrans, and the FAA shall be named as additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

- A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, Caltrans, and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish

or obtain from others any service that is beyond the scope of each Schedule "A" to the corresponding Task Order ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule "B" for each Supplemental Agreement) shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. **ABANDONMENT OR AMENDMENT OF THE PROJECT**—The SPONSOR shall have the absolute right to abandon or to amend a project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends a project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary by the SPONSOR's amendment or change, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons a project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement or any Task Order issued hereunder may be terminated:

1. For Cause:

- a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, its project.

2. For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. For Cause:

- a. By the SPONSOR: If the SPONSOR terminates this Agreement or any Task Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement or any Task Order for cause during any phase of Basic Services, then the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the

basis specified in Schedule "B" for each Task Order. The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

- b. By the CONSULTANT: If the CONSULTANT terminates this Agreement or any Task Order for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" to each Task Order measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule "B" for each Task Order. Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule "B" for each Supplemental Agreement measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT'S contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT'S services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT'S services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR'S resumption of its project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in the appropriate Schedule "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the project for which they were prepared, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable experts' and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that no person having any such interest shall be employed in the performance of this Agreement.

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with Schedule "G" hereto.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of California or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State of California and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—STATE OF CALIFORNIA PARTICIPATION

The services to be performed in this Agreement may be included in a Caltrans Project, which is being

undertaken and accomplished by the SPONSOR and the State of California and pursuant to which the State of California has agreed to pay a certain percentage of the allowable project costs. The State of California is not a party to this Agreement and no reference in this Agreement to any representative thereof, or to any rights granted to the any representative thereof or the State of California by the Agreement, makes the State of California a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of California may from time to time inspect all project documents for the purpose of insuring compliance with California laws and protecting the interests of the State of California.

ARTICLE 20—FEDERAL PARTICIPATION

The FAA is not a party to this Agreement, although the project work program covered by this Agreement is to be financially aided in part by a Grant Agreement between the SPONSOR and the FAA as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement, including the requirements set forth in Schedules “D”, “F”, “G”, “H” hereto. The CONSULTANT further agrees that, by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21—MISCELLANEOUS

- A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the projects are located.
- B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless.
- E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of California.
- F. SPONSOR acknowledges that:
 - CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

- CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and
- SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22— SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by Caltrans and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strike; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

- A. The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 24B below. The thirty-day period may be extended upon mutual agreement of the parties.
- B. If any dispute cannot be resolved pursuant to Section 24A, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof (“disputes”) shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through _____, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above-written.

SPONSOR

By: _____

Title:

Date: _____

CONSULTANT

C&S Engineers, Inc.

By: _____

Title: _____

Date: _____

SCHEDULE "A"
Sample Task Order

TASK ORDER NO. _____

TO: _____

RE: _____
(Project Identification)

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the _____ (SPONSOR) and C&S Engineers, Inc. (CONSULTANT) for providing periodic professional services, we enclose three (3) originals of our request for authorization to furnish services in connection with _____ (the "Project").

2. DESCRIPTION OF SERVICES: _____

3. SPONSOR'S RESPONSIBILITIES:

[Sponsor's responsibilities shall be as described in Section 3 of the Agreement.]
[Sponsor's responsibilities in Section 3 of the Agreement are modified as follows:]

4. PERIOD OF SERVICES:

[Services are to be completed by _____ 20__.]
[Services are to be provided in conformance to the following schedule:]

5. PAYMENTS:

[Payments shall be made in accordance with the Article 2A[2B] of the Agreement. The total fee amount is _____.]

6. GENERAL CONSIDERATIONS

The CONSULTANT designates _____ as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. _____.

Please return this executed Task Order, which shall constitute your authorization to proceed, to our office together with the executed attachments.

Very truly yours,

SPONSOR:

CONSULTANT:

C&S ENGINEERS, INC.

By: _____

By: _____

Title _____

Title: _____

Dated: _____

Dated: _____

ATTACHMENTS:

Schedule A: Scope of Services

Schedule B: Cost Summary

SCHEDULE "B"

SCHEDULE OF BILLING RATES

Job Title	Hourly Rate				
	2018	2019	2020	2021	2022

Rates provided include direct salary costs, overhead and profit. Rate schedule effective through the end of the contract. Yearly escalation rates of 2% shall be added as shown above. The new rates shall be effective on the 1st day of January.

Rates do not include those of subconsultants.

SCHEDULE "D"

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

SELECTION OF CONSULTANTS

(Sponsor)

(Airport)

(Project Number)

(Work Description)

Periodic General Airport Consultant Services for 3-year term (two additional one year options may be added at the Sponsor's discretion).

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects".

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the Sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.			
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.			
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor's independent cost estimate.			
4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval was (will be) obtained from the FAA.			
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.			

Yes No N/A

6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

(Typed Name of Sponsor's Designated Official Representative)

(Typed Title of Sponsor's Designated Official Representative)

(Date)

END OF SCHEDULE

SCHEDULE "E"

(RESOLUTION TO BE INSERTED)

SCHEDULE "G"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Aviation Design and Construction Group and a duly-authorized representative of the firm of C&S Engineers, Inc., whose principal address is 499 Col. Eileen Collins Blvd., Syracuse, NY, and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

_____ Date _____

END OF SCHEDULE

SCHEDULE H AIRPORT AID PROGRAM

A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS

For purposes of this schedule the term "Contractor" or "Consultant" shall refer to "Consultant" as that term is defined in the Agreement to which this schedule is attached.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Sponsor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity,

project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made

by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TERMINATION OF CONTRACT

Termination for Convenience-The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinu all services affected. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and inaterials prepared by the Contractor under this contract, whether complete or partially complete. Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services. Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default-Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Sponsor approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Sponsor agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF SCHEDULE

Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Lassen County Fair – Donation request

PRESENTED BY: Michael Wilson, City Administrator

SUMMARY: Each year the Lassen County Fair sponsors a number of events from July 4th through the Fair week which this year, will be held July 19 through 23, 2017. In the past, the City has provided support through additional security staffing during shows and events, street closure assistance for the parade, and monetary contributions. The Lassen County Fair has requested a contribution of \$2,500 from the City of Susanville to support 2019 Lassen County Fair activities. Staff recommends providing funding through the fiscal year 2019/2020 Civic Promotions budget.

FISCAL IMPACT: \$2,500.00 for 2019/2020

ACTION REQUESTED: Direction to staff

ATTACHMENTS: Letter from the Lassen County Fair

Lassen County Fair

Jim Wolcott, Fair Manager

195 Russell Avenue
Susanville, CA 96130
Telephone (530) 251-8900
Fax (530) 251-2715
Lassencountyfair.org

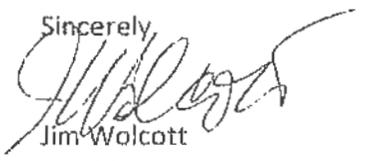
June 11, 2019

City of Susanville
Susanville City Council
66 North Lassen St.
Susanville, CA 96130

Attn: City Clerk

The Lassen County Fair would like to request your sponsorship in the amount of \$2,500.00 for the 2019 Lassen County Fair Fourth of July Fireworks show. This event brings many Lassen County residents from outlying areas into the city limits. With the races that precede the fireworks having an attendance of 785 last year. Many residents congregate on side streets and parking lots to enjoy this annual show.

Sincerely,



Jim Wolcott
Fair Manager

Debi Savage

m: Jim Wolcott <JWolcott@co.lassen.ca.us>
Sent: Friday, May 31, 2019 11:08 AM
To: Debi Savage
Subject: Lassen County Fair Fireworks Sponsorship

Hello Debi,

The Lassen County Fair would like to request a sponsorship for our annual fireworks show in the amount of \$2,000.00.

Respectfully,
Jim Wolcott
Lassen County Fair Mgr
530-251-8900
Lassencountyfair.org
2018 Fair Dates July 18th -22nd



Reviewed by:  City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted By: Heidi Whitlock, Assistant to the City Administrator

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Lassen County Arts Council – Donation request

PRESENTED BY: Michael Wilson, City Administrator

SUMMARY: The Lassen County Arts Council (LCAC) contacted City staff and requested financial assistance from its Civic Contributions account in the amount of \$2,000 for the 2019/2020 year to assist in their transition back to fiscal solvency. The Council has a new interim Board in place, including a former president of LCAC and numerous qualified members of the community, and they are currently working on cleaning up the previous year's debts.

The LCAC supports arts in education programs and has provided gallery space for numerous student and faculty art exhibitions. LCAC would also like to expand its art instruction in support of the local community.

FISCAL IMPACT: \$2,000.00 for 2019/2020

ACTION REQUESTED: Direction to staff

ATTACHMENTS: Letter from the Lassen County Arts Council



807 Cottage St. - Susanville, CA 96130

To: Debi Savage, City of Susanville Civic Promotions

Dear Debi Savage,

The Lassen County Arts Council requests assistance in financial aid from the City of Susanville Civic Promotions. The Arts Council was mismanaged by the previous Board of Directors and is near bankrupt. A new interim Board has been established to operate in accordance with the LCAC by-laws and approved corporate methods. All previous board members have been ousted from the organization. Restructuring requires digging out from a mountain of debt and unpaid bills. The new board includes a former president of LCAC and numerous qualified members of the community.

LCAC supports arts in education programs and has provided gallery space for numerous student and faculty art exhibitions. LCAC also has plans for expansion of art instruction in support of the local community. Additional events and fund raising activities keep the arts alive locally. To help in this transition back to fiscal solvency, we request \$2,000 for 2019 and also \$2,000 for 2020.

We would very much appreciate whatever support your office can provide to us in our time of need.

Respectfully,

A handwritten signature in black ink, appearing to read "R.W. McBride", is written over a faint, light-colored rectangular stamp or watermark.

R.W. McBride
Interim LCAC President

Reviewed by: AD City Administrator

- Motion only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Heidi Whitlock, Assistant to the City Administrator

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: Lassen County Fair Request for Donation to Blue Grass Festival

PRESENTED BY: Michael Wilson, City Administrator

SUMMARY: Dan Douglas, Susanville Bluegrass Festival Director, has requested a \$5,000 sponsorship from the City of Susanville to help support its annual Blue Grass Festival for the 2019/2020 year.

FISCAL IMPACT: Bluegrass Festival - \$5,000 as requested or amount granted

ACTION REQUESTED: Direction to staff

ATTACHMENTS: Email request from Dan Douglas

Debi Savage

m: dandouglas@frontiernet.net
Sent: Thursday, May 30, 2019 2:37 PM
To: Debi Savage
Cc: Jim Wolcott; Dan Newton
Subject: Susanville Bluegrass Festival Civic Contribution Request

Hi Debbie,

Dan Newton suggested I contact you regarding the Civic Contribution for the annual Susanville Bluegrass Festival. This festival is and has been a great tax revenue generating event for the City and has received funding from the City in previous years.

As an 18 year member of the Lassen County Fair Advisory Board and with the knowledge of the county fair manager, Jim Wolcott, I would like to formally request funding in the amount of \$5,000 for this year, which is by the way, the same amount as last year. In addition, I would also like to request funding for the 2020 budget year in the same amount for this event as well. However, if current year funds are not sufficient to provide the full requested amount for this year, we would certainly appreciate whatever funding amount that may be available.

Thank you for your time.

My sincere regards,

DAN DOUGLAS
Susanville Bluegrass Festival Director
Cell: (530) 251-3347
dandouglas@frontiernet.net

Reviewed by:  City Administrator

- Motion Only
- Public Hearing
- Resolution
- Ordinance
- Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: July 3, 2019

CITY COUNCIL AGENDA ITEM

SUBJECT: **Ordinance No. 19-1016** adding Chapter 5.40 entitled "Mobile Food Truck" to the City of Susanville Municipal Code

PRESENTED BY: Marlin Johnson, City Planner

SUMMARY: The City Council of the City of Susanville introduced Ordinance Number 19-1016 at its June 19, 2019, adding Chapter 5.40 to the Susanville Municipal Code. The ordinance would allow food trucks to operate within the City limits without the added process of requiring a special use permit. Food truck operators would be required to meet all State and County licensing and inspection requirements.

FISCAL IMPACT: Possible increased revenue from sales tax.

ACTION REQUESTED: Motion to waive the second reading and approve Ordinance 19-1016

ATTACHMENTS: Ordinance No. 19-1016

**ORDINANCE NO. 19-1016
AN ORDINANCE OF THE CITY OF SUSANVILLE
ADDING CHAPTER 5.40 ENTITLED "MOBILE FOOD TRUCK"
TO THE CITY OF SUSANVILLE MUNICIPAL CODE**

WHEREAS, Susanville City Council finds that mobile food vendors provide services that are welcome in the City of Susanville; and

WHEREAS, the Susanville City Council finds that certain conditions constitute a threat to the public peace, safety and welfare of the City; and

WHEREAS, Section 22455 of the California Vehicle Code authorizes the City to regulate the time, place, and manner of vending from mobile food facilities to protect public safety in the public right-of-way; and

WHEREAS, it is the purpose and intent of the City Council, in enacting this Ordinance, to provide responsible companies and persons, which engage in the operation of a mobile food truck, with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community.

THE CITY COUNCIL OF THE CITY OF SUSANVILLE DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 5.40 is hereby add to the City of Susanville Municipal Code to read as follows:

Chapter 5.40
MOBILE FOOD TRUCKS

Sections:

- 5.40.010 Purpose.
- 5.40.020 Definitions.
- 5.40.030 Mobile Vending License.
- 5.40.040 Business License Requirement.
- 5.40.050 Health Permit Requirement.
- 5.40.060 Sales Tax Reporting.
- 5.40.070 General Provisions for Mobile Food Trucks.
- 5.40.080 Mobile Food Trucks on Private Property.
- 5.40.090 Mobile Food Trucks on Public Right-of-Way.
- 5.40.100 Peddlers, Solicitors, and Mobile Vendors
- 5.40.110 Penalty for Violation.

5.40.010 Purpose. The purpose of this Chapter is to regulate mobile food truck activities in order to protect public health, safety, and welfare, while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Susanville.

5.40.020 Definitions. The following words and terms are defined for the purpose of applying the provisions of this Chapter:

"Business License" means a City of Susanville Business License.

"Mobile Food Truck" means a motorized vehicle or vehicle-towed trailer, including food carts, in which food is cooked and/or prepared to order and is served to walk up customers.

"Mobile Food Truck Event" means an organized gathering of Mobile Food Truck vendors which is open to the general public.

"Mobile Food Truck Vending" means selling, vending, supplying or providing of food, drinks or any other consumables from a vehicle, truck, trailer or cart.

"Mobile Vending License" means a license issued for the purpose of mobile vending pursuant to City of Susanville Municipal Code Chapter 5.04.

"Property Owner" means the holder of fee title to a property, whether a person, partnership, corporation or other entity recognized by law, and his/her/its lessees, permittees, assignees or successors in interest.

"Public Property" means any real property owned, leased, operated, or controlled by the City of Susanville other than a street, alley, parkway, sidewalk or other area dedicated, identified or used as a public right-of-way.

"Public Right-of-Way" means any public street, road, avenue, highway, named or unnamed alley, lane, court, place, trail, parkway, sidewalk or other public way, operated and/or controlled by the City or other public entity, or subject to an easement owned by or dedicated or granted to City.

"Special Event" means an activity or series of activities as defined by City of Susanville Municipal Code Section 12.32.020.

5.40.030 Mobile Vending License. No person shall conduct Mobile Food Truck Vending operation within the City of Susanville, without first obtaining a Mobile Vending License from the City, except under the following conditions:

A. No Mobile Vending License shall be required when the Mobile Food Truck activity is associated with the operation of a City-permitted Special Event, subject to the conditions thereof.

B. No Mobile Vending License shall be required when the mobile vending activity is limited to a single Mobile Food Truck on private property operating solely for private catering purposes and when all of the following provisions are met:

1. The Mobile Food Truck is parked entirely on private property.
2. Service is limited to the guests of the catered event only.
3. No payment transactions shall occur for individual orders taken by the Mobile Food Truck operator.

5.40.040 Business License Requirement. Unless otherwise authorized by this Code, it is unlawful for any person to operate a Mobile Food Truck in the City of Susanville without having a valid Business License obtained from the City of Susanville.

5.40.050 Health Permit Requirement. It is unlawful for any person to engage in the activity of operating a Mobile Food Truck in the City of Susanville without a valid permit, certificate, or

other authorization as required by the County of Lassen Department of Environmental Health. A copy of said permit must be kept in the Mobile Food Truck at all times.

5.40.060 Sales Tax Reporting. All Mobile Food Truck operators, are subject to reporting of tax revenues generated within the City of Susanville to the State Board of Equalization, and to show proof of a Seller's Permit obtained by the State Board of Equalization.

5.40.070 General Provisions for Mobile Food Trucks.

A. No Mobile Food Truck may operate before 7:00 a.m. or after 10:00 p.m., including setup and clean-up, except for private catering functions or Special Events as described in City of Susanville Municipal Code Section 12.32.020.

B. No Mobile Food Truck may operate within two-hundred fifty (250) feet of any off-street Mobile Food Truck Event, City-permitted special or reoccurring event. Exceptions to this prohibition are allowed when consent is provided within the Special Event permit. In this case, all standards and conditions required by City of Susanville Municipal Code Section 12.32.020 apply.

C. Mobile Food Trucks must not idle vehicle engines more than five (5) minutes during any one (1) hour time period.

D. Mobile Food Truck operators must be responsible for controlling smoke and odors caused by food preparation so as to avoid a public nuisance.

E. No amplified music or loudspeakers are permitted. The operation must comply with all noise provisions of the City of Susanville Municipal Code.

F. No temporary lighting shall be provided on the site where the Mobile Food Truck is operating, except that localized lighting may be used on or in the Mobile Food Trucks for the purpose of inside food preparation and menu illumination, except as otherwise permitted for a Special Event.

G. No signage other than that exhibited on the Mobile Food Truck may be displayed at the site where the Mobile Food Truck is operating. The prohibition includes any handheld signage and handbills.

H. All sales or service of alcohol by Mobile Food Trucks is prohibited.

I. Mobile Food Trucks must not operate within two-hundred fifty (250) feet of an existing restaurant operating out of a permanent structure except with written authorization of restaurant owner or on-site manager.

J. The Mobile Food Truck operator must maintain and supply to the City, copies of policies of commercial general liability and automobile liability, in an amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.

5.40.080 Mobile Food Trucks on Private Property. Mobile Food Trucks may operate on private property in C-2 (General Commercial/Shopping Center), PF (Public Facilities), O-S (Open Space) and UBD (Uptown Business District) pursuant to the following minimum standards and conditions:

A. A minimum of two (2) off-street parking spaces must be provided for each Mobile Food Truck. The parking required herein must not be reserved, encumbered, or designated to satisfy the off-street parking of another business or activity that is operating on the site at the same time as the Mobile Food Truck.

B. Separate refuse and recycling containers must be provided on-site during all hours of Mobile Food Truck operations. All litter generated within a minimum of a one-hundred (100) foot radius of the site must be collected prior to closure of the Mobile Food Truck operations.

C. No overnight parking of Mobile Food Trucks is allowed on the permitted vending site.

D. A maximum two-hundred (200) square foot, uncovered seating area may be provided to serve patrons of the Mobile Food Truck. All seating areas must be removed before the close of business for the day. The seating must be located in an area of the site that is not landscaped, reserved, encumbered, or designated to satisfy the off street parking of a business or activity that is operating at the same time as the Mobile Food Truck, and must not obstruct any pedestrian or vehicular traffic.

5.40.090 Mobile Food Trucks on Public Right-of-Way. Mobile Food Trucks may operate in legal parking spaces located adjacent to C-2 (General Commercial/Shopping Center), PF (Public Facilities) O-S (Open Space) and UBD (Uptown Business District) districts, provided they comply with all of the following minimum standards and conditions:

A. Mobile Food Trucks must be parked directly adjacent to a paved sidewalk, free and clear for pedestrian passage.

B. Food service must be limited solely to that side of the Mobile Food Truck facing the adjacent sidewalk.

C. The Mobile Food Truck must be in full compliance with all parking and Vehicle Code provisions which apply to the location at which it is parked, including the maximum allowed parking time limit for the parking space(s) occupied.

D. The Mobile Food Truck operations must not obstruct pedestrian or vehicular traffic.

E. The Mobile Food Truck operator must not encroach upon a public sidewalk with any part of the vehicle or any other equipment or furniture related to the operation of its business, except for required refuse and recycling receptacles, provided they maintain a clear four (4) foot pedestrian walkway.

F. No Mobile Food Truck operator must conduct business unless he or she maintains a clearly designated refuse and recycling receptacle(s) in the immediate vicinity of the vehicle. Such receptacles must be marked with a sign requesting use by patrons. Before leaving the location, the Mobile Food Truck operator must pick up, remove and dispose of all trash generated by the Mobile Food Truck operations within one-hundred (100) feet of the Truck.

G. No Mobile Food Truck is permitted to operate in such a way so as to cause an unacceptable reduction in sight distance for any cross street, crosswalk, driveway or any other similar location where traffic, be it vehicular, pedestrian or bicycle, can be expected to enter the roadway.

5.40.100 Peddlers, Solicitors, and Mobile Vendors. In the event of a conflict between the City of Susanville Municipal Code regarding Peddlers, Solicitors, and Mobile Vendors and this City of Susanville Municipal Code Chapter 5.40 with respect to Mobile Food Trucks, this City of Susanville Municipal Code Chapter 5.40 controls.

5.40.110 Penalty for Violation. Any person who violates any provision of this chapter, upon conviction thereof may be punished in accordance with the provisions of this code. In addition to any other penalty prescribed for a violation of this chapter, upon a determination by the City that a person has violated any provision hereof, the City may revoke each and all business licenses which have been issued pursuant to City of Susanville Municipal Code Chapter 5.40 to the person who committed such violation and to the business by whom such person was employed when the violation occurred. In addition to any other penalty prescribed for a violation of this chapter, such a violation constitutes grounds for denial of the issuance or renewal of such a business license to the person who committed the violation and to the business by whom such person was employed when the violation occurred.

SECTION 2. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity does not affect the other provisions of this Ordinance and are hereby declared to be severable.

SECTION 3. This Ordinance takes effect thirty (30) days after the date of its final passage. The City Clerk must certify as to adoption of this Ordinance and cause this Ordinance to be published and posted in the manner required by law.

INTRODUCED at a regular meeting of the City Council of the City of Susanville, California, on the 19th day of June, 2019, and adopted at a regular meeting of the City Council of the City of Susanville, California, on the 3rd day of July, 2019.

APPROVED: _____
Kevin Stafford, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Ordinance No. 19-1016 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of July, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Jessica Ryan, City Attorney