

Reviewed by: [Signature] City Administrator X Motion Only
[Signature] Finance director _____ Public Hearing
[Signature] City Attorney _____ Resolution
_____ Ordinance
_____ Information

Submitted By: Ted Friedline, Fire Chief

Action Date: February 6, 2013

PRESENTED BY: Ted Friedline, Fire Chief

CITY COUNCIL AGENDA ITEM

SUBJECT: Authorization for Fire Chief to sign Agreement for Mutual Fire Protection Aid (Mandatory for FEDSTRIP application) with Cal Fire.

SUMMARY: The City currently has an agreement for mutual aid fire protection with Cal Fire. General Services Administration (GSA) provides equipment to governmental agencies at a negotiated rate, which is usually lower than retail.

Staff wishes to take advantage of the negotiated rates for fire protection equipment offered by GSA FEDSTRIP Program. In order to do so, it is necessary to sign an additional mutual fire protection agreement with Cal Fire.

FISCAL IMPACT: None

ACTION REQUESTED: Motion authorizing Fire Chief to sign Agreement for Mutual Aid Fire Protection (Mandatory for FEDSTRIP Application) with Cal Fire.

ATTACHMENTS:

- Agreement for Mutual Aid Fire Protection (Mandatory for FEDSTRIP Application)

AGREEMENT FOR MUTUAL FIRE PROTECTION AID
(MANDATORY FOR FEDSTRIP APPLICATION)

This agreement is made and entered into this _____ day of _____, 20____, by and between the Susanville City Fire Department, hereinafter called LOCAL AGENCY and the State of California, Department of Forestry and Fire Protection, hereinafter called the STATE.

WITNESSETH:

WHEREAS:

1. LOCAL AGENCY maintains and operates a fire protection organization in the area generally known as Susanville City Fire Department and;
2. The STATE maintains and operates a fire protection organization for the purposes of providing basic wildland fire protection to the State Responsibility Area lands which are adjacent or proximate to the area protected by the LOCAL AGENCY; and
3. It is the desire of the parties hereto render aid, each to the other, to combat the effect of fire, when such aid is necessary as herein set forth; and
4. The parties hereto desire to effect the purpose of this agreement pursuant to the provision of the "joint Exercise of Power Act" (Government Code Section 6500-6547) and Health and Safety Code Section 13059.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. To furnish fire protection personnel, equipment, materials and supplies and to render such fire protection services to each other as may be necessary to suppress fires of a size beyond the control of either of the parties hereto acting without assistance of the other, and therefore requires the assistance from the other party to control.
2. Such mutual aid shall be provided within the limits of the LOCAL AGENCY; provided however, that neither party hereto shall be required to reduce its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection capability.
3. No response to a mutual aid request provided for in this agreement will be made by the parties hereto unless such request is made and received through the established communication channels common to each party by a responsible fire official of the party requesting such aid.
4. That any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge, in whose jurisdiction an incident requiring mutual aid occurs, shall remain in charge at such incident including the direction of personnel and equipment provided through operation of this mutual aid agreement.

5. Except as may be provided by separate agreement between the parties hereto, the assurance of mutual aid set forth shall constitute the sole consideration for the performance herein provided. Neither party shall be obligated to reimburse the other for any action taken nor aid rendered hereunder or for any use of material, or damage to equipment, or incurred liability, which may occur in the course of rendering the firefighting assistance herein provided.
6. That certain specialized types of fire protection resources may not be made available subject to the provisions of this agreement and that such resources will be available only on a reimbursement basis.
7. This agreement shall remain in full force and effect for a period of five (5) years from the date hereinabove written unless terminated by either of the parties hereto giving thirty (30) days prior written notice of such early termination.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed as of the date first hereinabove written.

LOCAL FIRE DEPARTMENT	
NAME OF FIRE DEPARTMENT: (Herein called Local Fire Department)	
✍ SUSANVILLE CITY FIRE DEPARTMENT	
BY (Authorized Signature):	DATE SIGNED:
✍	
PRINTED NAME AND TITLE OF PERSON SIGNING:	
✍ TED FRIEDLINE, FIRE CHIEF	

STATE OF CALIFORNIA Department of Forestry and Fire Protection	
BY (CAL FIRE Unit Chief or Contract County Fire Chief):	DATE SIGNED:
✍	
BY (CAL FIRE Region Chief):	DATE SIGNED:
✍	

Provide the following information required for the General Services Administration, Federal Acquisition Service – FEDSTRIP Program:

MAILING ADDRESS	
P.O. Box or Street Address:	<i>ES</i>
City, State and Zip Code:	<i>ES</i>

SHIPPING ADDRESS	
Street Address Only (No P.O. Boxes):	<i>ES</i>
City, State and Zip Code:	<i>ES</i>

BILLING ADDRESS	
P.O. Box or Street Address:	<i>ES</i>
City, State and Zip Code:	<i>ES</i>

Reviewed by: SA City Administrator
FD Finance Director
MA City Attorney

Motion only
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Submitted by: Craig C. Platt, Public Works Director

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Motion awarding the 2012 Susanville Rehab B, City Project Number 12-01 to Dig It Construction Inc. in the amount of \$ 1,727,325.50 authorizing Mayor to execute Notice of Award, and authorizing City Public Works Director to execute change orders up to 15% of the bid price (\$ 259,098).

PRESENTED BY: Craig C. Platt, Public Works Director

SUMMARY: The Engineer's Estimate for this Project was \$1,930,000. Bids for this project were opened January 29, 2012 with the City receiving four (4) bid proposals as follows:

	<u>Bid Total</u>
1) Dig It Construction Inc.	\$1,727,352.50
2) Granite Construction Inc.	\$1,973,973.00
3) Hat Creek Construction Inc.	\$1,978,901.00
4) Sierra Nevada Construction Inc.	\$1,988,007.00

Staff recommends awarding the bid to Dig It Construction Inc.

FISCAL IMPACT: Total project cost is \$1,727,325.50. The City will bear no cost for this project as it is funded through the State Transportation Improvement Program.

ACTION REQUESTED: Motion awarding the 2012 Susanville Rehab B, City Project Number 12-01 to Dig It Construction Inc. in the amount of \$ 1,727,325.50 authorizing Mayor to execute Notice of Award, and authorizing City Public Works Director to execute change orders up to 15% of the bid price (\$ 259,098).

ATTACHMENTS: Bid Opening Results
 Notice of Award

2012 SUSANVILLE REHABILITATION B PROJECT NUMBER 12-01 BID OPENING RESULTS

DATE: JANUARY 29, 2013 TIME: 2:00 pm

ACKNOWLEDGE
RECEIPT OF

CONTRACTOR NAME	BASE BID	ADDITIVE BID 1	ADDITIVE BID 2	BID BOND	ADDENDA
Hat Creek Constructors	1,763,671 ⁰⁰	162,261 ⁰⁰	52,969 ⁰⁰	✓	✓
Granite Constructors Co.	1,833,833 ⁰⁰	83,083 ⁰⁰	57,057 ⁰⁰	✓	✓
Sierra Nevada Const.	1,759,007	188,000 ⁰⁰	41,000 ⁰⁰	✓	✓
Dig It Const.	1,543,522	120,807 ⁵⁰	63,023 ⁰⁰	✓	✓

BY: 
Gwenna MacDonald, City Clerk

BY: 
Janette Zahniser, Assistant to the Public Works Director

Reviewed by:	 City Administrator	<u> X </u>	Motion Only
	Finance Director	_____	Public Hearing
	 City Attorney	_____	Resolution
		_____	Ordinance
		_____	Information

Submitted By: Gwenna MacDonald

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Letter of support for Community Dialysis Center

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review and approval is a letter of support for the establishment of a dialysis center in the City of Susanville.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to approve letter and authorize Mayor to sign on behalf of the City Council.

ATTACHMENTS: Letter of Support



City of Susanville

(530) 257-1000 • 66 North Lassen Street • Susanville, CA 96130-3904

February 6, 2013

To Whom it May Concern:

The Susanville City Council has identified a significant need in the community for a medical center dedicated to patients in varying stages of renal failure. A local treatment facility would allow our residents to enjoy the quality of life offered by our rural location in an environment close family and friends.

Susanville is the regional center of Lassen County and as the City Council, the health and well being of our residents as well as those in the surrounding communities is our top priority. We stand behind the continued advancement of medical services offered to our citizens, and the need for a dialysis center in our community is critical. Without the services provided by this medical center many citizens in need would suffer from lack of proper medical care or be required to relocate or travel long distances unnecessarily.

On behalf of the City Council of the City of Susanville, we hereby support the efforts to establish a dialysis center in the City of Susanville.

Sincerely,
CITY OF SUSANVILLE

Rod E. De Boer, Mayor

Rod E. DeBoer
Mayor
Brian R. Wilson
Mayor pro tem

Councilmembers:
Lino P. Callegari
Cheryl L. McDonald
Nicholas McBride

Reviewed by: ~~JGH~~ City Administrator
Finance Director
~~JMS~~ City Attorney

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Submitted by: Jared G. Hancock

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Approving and authorizing Mayor to execute Cooperative Agreement between Lassen County and City of Susanville for Building Department services

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City of Susanville and Lassen County have worked cooperatively in the past during times when staffing levels have been reduced in the building department. In order to provide timely building inspection and plan review services to the public, an informal arrangement has been maintained wherein services are exchanged on an as-needed basis. Staff has discussed continuing this practice and formalizing by way of a cooperative agreement.

The agreement provides for the City and County to provide reciprocal building department support with an annual review of the accrued time and value of service provided. If it is determined that either agency has provided a level of service greater than twenty-five percent, then the entity shall be compensated for the higher level of time at \$50 per hour, and mileage reimbursed at \$.25 per mile.

The request for service shall be made in writing, and will be subject to the availability of staffing and budgetary restrictions within the respective agencies.

FISCAL IMPACT: None at this time.

ACTION REQUESTED: Consider authorization of Cooperative Agreement for Building Inspection and Plan check services

ATTACHMENTS: Cooperative Agreement for Building Inspection



County of Lassen
Department of Planning and Building Services

• Planning • Building Permits • Code Enforcement • Surveyor • Housing Rehab • Grants and Loans • Surface Mining

Maurice L. Anderson, Director
707 Nevada Street, Suite 5
Susanville, CA 96130-3912
Phone: 530 251-8269
Fax: 530 251-8373
email: landuse@co.lassen.ca.us
website: www.co.lassen.ca.us

December 31, 2012

Zoning & Building
Inspection Requests
Phone: 530 257-5263

TO: Jared G. Hancock, City Administrator
Peter Talia, City Attorney

FROM: Maurice L. Anderson, Director

MAN FOR:

SUBJECT: Cooperative Agreement For Building Inspection

As you know, we have been working to develop a Cooperative Agreement for Building Inspection. Lassen County Counsel, Rhetta Vander Ploeg has approved the Agreement as to Form.

If appropriate, please approve all four original copies of the enclosed document as to form and we can coordinate presentation of the Agreement to the City Council and Board of Supervisors.

Please let me know if you have any questions or concerns.

MLA:gfn
Enclosure

cc: Rhetta Vander Ploeg, Lassen County Counsel
Charles Palmer, City of Susanville Building Official

COOPERATIVE AGREEMENT FOR BUILDING INSPECTION

This Public Services Cooperative Agreement is made and entered into as of this _____ day of _____, 2013, by and between the County of Lassen (County) and the City of Susanville (City).

RECITALS:

WHEREAS, in accordance with the provisions of the State Housing Act (Health and Safety Code Sections 17958, 17960, 18938(b), and 18948), the City and County are separately responsible for the enforcement of the California Building Standards Code (California Code of Regulations, Title 24). This includes issuance of building permits, including without limitation the approval of the plans required for construction of buildings and for inspections with regarding to buildings within their respective jurisdictions. The City and County have respectively adopted ordinances within their jurisdictions to implement the provisions of the State Housing Act that require the issuance of building permits and performance of inspections for building activities. In order to implement said laws and ordinances, the City and the County employ personnel who serve as the Building Official for their respective jurisdictions and other support staff including duly qualified building inspectors, who process and issue building permits and provide inspection services; and

WHEREAS, from time to time the City and the County have informally cooperated with each other by providing building inspections for permits issued by the other entity, in an effort to provide timely service to the community. In entering into this Agreement it is the desire and intent of the City and County to continue the practice of providing inspection services within the other entity's jurisdiction, when staffing and workloads reasonably allow for same, subject to the terms and conditions as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND PROMISES AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. CITY AND COUNTY TO PROVIDE INSPECTION SERVICES

The City and County each agree that subject to the staffing and budgetary limitations within their respective jurisdictions and the availability of staff to timely meet the request from the other entity (as the requesting entity), to provide a building inspector to make inspections on active building permits within the other (requesting) entity's jurisdiction, which permits have actually been issued by the requesting entity. Nothing

herein shall be construed to authorize and it is not the intent of the parties that they will issue building permits for properties within the jurisdiction of the other entity.

2. CITY AND COUNTY TO PROVIDE PLAN CHECK SERVICES

The City and County each agree that, subject to the staffing and budgetary limitations within their respective jurisdictions and the availability of staff to timely meet the request from the other entity (as the requesting entity), to provide Plan Check services for building permit applications within the other (requesting) entity's jurisdiction. Both entities will remain responsible for the issuance of building permits within their jurisdiction.

3. RESPONSE TO REQUEST FOR SERVICES

Any request by the City or County to the other entity (as the responding entity) shall be made in writing together with the transmittal to the responding entity of appropriate information as to the name and address for the permittee holding the building permit, copies of building permits and plans for the subject permit, a description of the permit activity to date, the nature of the specific inspection activity being requested, a requested timeline for the inspection, and such other information as may be reasonably required in order for the responding entity's inspection staff to appropriately respond and perform the inspection functions, including without limitation such local ordinances that apply to the property or properties that are the subject of the inspection services.

Upon receipt of a request for inspection services in the other entity's jurisdiction, the responding entity's Building Official or his or her designee, shall promptly respond to the request advising as to whether the request can be accommodated by the responding entity. Confirmation may be oral but shall also be confirmed in writing, via email, to the requesting entity's contact information as shown in paragraph 5, below.

4. CONTROL OVER AND STATUS OF INSPECTORS.

In performing inspection services within the jurisdiction of the requesting entity, the building inspector(s) from the responding entity shall, at all times, be deemed to be subject to the direction and control of the Building Official of the requesting entity and said inspectors shall be deemed to be acting as employees of the requesting entity. It is the intent of this provision to expressly recognize that the City and County and their officials and employees are, under applicable provisions of State and Federal Law (including without limitation immunities under the Tort Claims Act - Government Code Sections 800 et. seq.), entitled to certain immunities that relate to the performance or failure or certain acts by such individuals, including without limitation their inspections activities, and to extend such immunities to the officials and employees of the responding entity, under this Agreement.

In the event that a responding entity has any questions about any property covered by a building permit, including without limitation the plans for any building or technical questions about compliance with same or the interpretation of any building codes, local ordinances or any other applicable laws, the building inspector from the responding entity shall direct such questions to the Building Official from the requesting entity as the entity that issued the building permit. The Building Official from the requesting entity shall be solely responsible for addressing any such questions and for providing any clarification as to building permits and plans issued by their respective entity to the building inspector from the responding entity.

5. MUTUAL OBLIGATIONS

In providing services under this Agreement, the responding entity shall keep such records of the inspections service as customary within the respective jurisdictions, including written notations of any deficiencies of the inspected premises discovered by the building inspector, together with a log accounting for the time and travel involved in making the inspection(s) and shall endeavor to provide such information to the building department of the requesting entity on the next business day as follows:

City of Susanville Building Department 66 N. Lassen Street Susanville CA 96130 (530) 252-5118 Fax: (530) 257-4725 cpalmer@cityofsusanville.org	Lassen County Planning and Building Services Department 707 Nevada Street Suite 5 Susanville, CA 96130 (530) 251-8269 Fax: (530) 251-8373 kkelly@co.lassen.ca.us
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6. COMPENSATION

Services provided under this Agreement are intended to be reciprocal and of equal value (and expense) to the City and County. In March of each year, the Building Official from the two jurisdictions shall review the accrued services. If the services provided by the City or the County are in excess of 25%, the party receiving the higher level of service (in terms of time expended and not based on the number of inspections) shall compensate the other entity for such higher amount of time and mileage at \$50 per hour and \$0.25 (cents) per mile.

7. INSURANCE

City and County shall each maintain a policy of insurance providing insurance coverage for any errors or omissions on the part of their respective officials and employees in the performance or failure to perform their legal obligations with regard to regulation of private property and building inspection services and all other regulatory

matters or services that are encompassed by this Agreement. City and County shall each name the other party and specifically the employees of a responding party providing service under this Agreement, as an additional insured as to any such policy. The policy shall provide coverage in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00)

8. INDEMNIFICATION

City and County each agrees to indemnify, defend and hold harmless the other party and its officers and employees as to any claim, demand, litigation or legal proceeding of any nature whatsoever filed or threatened against the City or County and its officers and employees as a result of any act, error or omission arising from their acts or failures to act under the provisions of this Agreement, including without limitation all costs, expenses and attorneys' fees incurred with regard thereto.

9. NO THIRD PARTIES.

The parties expressly acknowledge and agree that this Agreement is not intended and shall not create any rights in anyone other than to the City and the County and that there shall not be any third party beneficiaries under this Agreement. No individual, property owner or entity shall have any rights or standing to assert a benefit or duty to such individual, etc., under this Agreement.

10. EFFECTIVE DATE.

The Agreement shall be effective on the date shown above and shall remain in effect until terminated by either of the parties. Either the City or the County may terminate this Agreement by providing ninety (90) days advance written notice to the other of their election to terminate.

11. WAIVER.

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

12. COMPLETENESS OF INSTRUMENT.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and

covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

13. SUPERSEDES PRIOR AGREEMENTS.

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

14. ATTORNEYS' FEES.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

15. CAPTIONS.

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

16. MODIFICATION.

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

17. OTHER DOCUMENTS.

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

18. PARTIAL INVALIDITY.

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. JURISDICTION/VENUE.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in Lassen County, State of California.

20. CONTROLLING LAW.

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

21. MUTUAL DRAFTING

This Agreement shall be interpreted as if drafted mutually by both parties.

22. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which breach would have a material effect hereon.

23. NOTICES.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Martin J. Nichols, County Administrative Officer
221 S. Roop Street, Suite 4
Susanville CA 96130

If to "CITY":

Jared G. Hancock, City Administrator
66 N. Lassen Street
Susanville CA 96130

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CITY"

COUNTY OF LASSEN

CITY OF SUSANVILLE

By _____

ATTEST:

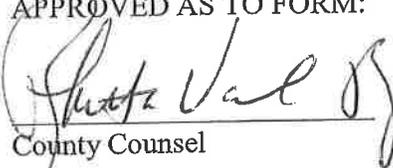
ATTEST:

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



County Counsel

City Attorney

Reviewed by: City Administrator
 Finance Director
 City Attorney

Motion only
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Submitted by: Gwenna MacDonald

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Approving and authorizing the Mayor to execute rental agreement for 606 Nevada Street

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City owned property at 606 Nevada Street has been used as a rental property since its purchase in 2002. It has typically been made available as a rental for City staff that move to Susanville from out of the area in order to facilitate their transition to the community. The City recently appointed Mr. Craig Sanders to the position of City Planner and proposes to execute a month to month rental agreement for the property in the amount of \$500 per month. In addition to the monthly rental amount, within the first six months Mr. Sanders will be completing various improvements to the property.

FISCAL IMPACT: \$500 Rental income

ACTION REQUESTED: Consider Approval of and authorizing the Mayor to execute rental agreement for 606 Nevada Street

ATTACHMENTS: Rental Agreement – 606 Nevada Street

RESIDENTIAL RENTAL AGREEMENT
Month to Month Tenancy

Preamble

This rental agreement is entered into on _____, 2013, by and between City of Susanville, a municipal corporation, hereinafter referred to as "Landlord", and CRAIG SANDERS, (hereinafter referred to as "Tenant").

Landlord hereby rents to Tenant the single-family house located at **606 NEVADA**, Susanville, California, hereafter called the "rented premises." Tenant is an employee of the City of Susanville.

Term

1. The term of this rental agreement shall commence on _____ 2013, and will continue thereafter as a month to month periodic tenancy until either party to this rental agreement terminates the tenancy by giving the other party at least 30 days advance written notice of the intention to terminate the tenancy. The tenancy shall also terminate in the event that tenant's employment with the City of Susanville terminates for any reason unless tenant elects to stay on in said premises at the rental rate stated herein, payable monthly in US currency. The notice must be either delivered in person or sent by certified mail or registered mail to the other party. Rent will be due and payable up to and including the date of termination.

Rent

2. Tenant agrees that the fair rental value of the premises is \$500.00 monthly due and payable on the 1st of each month. In addition to the monthly rent tenant has agreed to provide labor at no cost to the City to complete the following repairs:

- Fireplace surround
- Coordinate repair and replacement of damaged front window
- Coordinate repair of damaged sub-floor in main bathroom
- Linoleum repair in the hall between corridor, kitchen and dining

Security Deposit

3. Tenant shall deposit with Landlord, in addition to the aforementioned rent, a security deposit of Zero Dollars (\$ 0.00).

Utilities

4. Tenant agrees to pay all charges for all utilities, including electricity, gas, garbage disposal, and telephones, used in or on the rented premises during the term of this rental agreement. Tenant shall make payments for the foregoing directly to the utility companies.

Occupancy of Rented Premises

5. Except as otherwise provided in this section, only those persons collectively referred to in this rental agreement as "Tenant" will occupy the rented premises. The person referred to as "Tenant" shall execute this rental agreement.

Use of Rented Premises

6. (a) Tenant agrees that the rented premises are to be used exclusively as a single-family residence.
- (b) Tenant must obtain Landlord's prior written consent before keeping pets (or permitting pets to be kept) on the premises.
- (c) Tenant shall not do or permit anything to be done in or about the rented premises that will in any way obstruct or interfere with the rights of occupants of neighboring buildings or injure or annoy them or use or allow the rented premises to be used for any improper, unlawful, or objectionable purpose. Tenant shall not cause, maintain, or permit any nuisance in, on, or about the rented premises, or commit any waste in or on the rented premises.
- (d) Further, Tenant shall not do or permit anything to be done in or about the rented premises or bring or keep anything in the rented premises that will in any way increase the existing rate of or affect any fire or other insurance on the house or any of its contents, or cause a cancellation of any insurance policy covering the house or any part of it or any of its contents. Finally, Tenant shall not put the rented premises to any use that violates local zoning ordinances or any other law applicable to the rented premises.
- (e) In the event Tenant installs a waterbed on the premises, Tenant shall comply with the provisions set forth in Exhibit "A" attached hereto, incorporated by reference as though fully set forth herein.

Condition of Rented Premises

7. The rights and responsibilities of Landlord and Tenant with respect to the condition of the rented premises are as follows:

- (a) Landlord will, at Landlord's own cost and expense, put and maintain the rented premises in a safe and sanitary condition and shall comply with all laws, ordinances, and regulations pertaining to the condition of the rented premises.

Tenant shall remedy, at Tenant's own cost and expense, any deteriorations of or injuries to the rented premises occasioned by Tenant's lack of ordinary care.

(b) Tenant acknowledges that they have inspected the rented premises, and agrees that they are in satisfactory condition.

(c) Landlord's insurance coverage for the rented premises does NOT include coverage for Tenant's personal property. Tenant shall be responsible for insuring their own personal property and may elect, at Tenant's sole cost, to obtain insurance for this purpose.

Alterations and Repairs by Tenant

8. The parties agree that the following provisions govern all alterations and repairs of the rented premises by Tenant:

(a) Tenant shall make no alterations to the rented premises without the prior written consent of Landlord. Any alteration made to the rented premises by Tenant after that consent has been given, and any fixtures installed as a part of that work, will at Landlord's option become the Landlord's property on the expiration or earlier termination of this rental agreement, provided, however, that Landlord shall have the right to require Tenant to remove any such fixtures at Tenant's cost on termination of this rental agreement.

(b) Tenant shall notify Landlord of any dilapidation or other defective conditions on the rented premises that require repairs. If Landlord fails to repair or arrange for the repair of the condition within a reasonable time (not exceeding 30 days), Tenant may make the repairs or arrange for them to be made and deduct the cost of the repairs, provided Tenant does not deduct more than the equivalent of one month's rent. This provision shall not apply to the repairs in Paragraph 2.

Entry by Landlord

9. Landlord may enter the rented premises only under the following circumstances:

(a) In case of emergency.

(b) To make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the rented premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. (Note however that Landlord does not presently have this property listed for sale, nor is it Landlord's intent to list said property for sale).

(c) If Tenant abandons or surrenders the rented premises.

(d) Pursuant to court order.

Landlord will give Tenant at least 24 hours' notice of Landlord's intent to enter unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the rented premises, or (3) it is impracticable to do so. Further, Landlord will enter only during normal business hours unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the rented premises, or (3) Tenant consents, at the time of an entry that is not during normal business hours, to the entry.

Locks and Keys

10. Tenant may not change or add any lock to the rented premises without obtaining Landlord's prior written consent and without providing Landlord with a key to the changed or added lock.

Assignment and Subletting

11. Tenant shall not assign Tenant's interests under this rental agreement or sublet the rented premises.

Default by Tenant

12. Any breach by Tenant of a condition, covenant, or provision of this rental agreement will constitute a material breach. For any material breach by Tenant, Landlord may Provide Tenant with a written three-day notice that describes the breach and demands that Tenant cure the default (if a cure is possible). If Tenant does not cure the default within the three days, or if a Termination of this rental agreement for a breach by Tenant will not occur unless the foregoing events occur.

Name and Address of Owner

13. The owner of the rented premises is CITY OF SUSANVILLE, whose mailing address is 66 North Lassen Street, Susanville, CA 96130.

Notices

14. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this rental agreement or by law to be served on or given to either party of this rental agreement by the other party shall be in writing and shall be deemed to be served when personally delivered to the party to whom the notice is directed or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Tenant at 606 NEVADA STREET, Susanville, CA 96130, or to Landlord at

Attn: City Administrator, 66 North Lassen Street, Susanville, CA 96130. Either party to this rental agreement may change their address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

Waiver

15. The waiver by Landlord of any breach by Tenant of any of the provisions of this rental agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this rental agreement. Landlord's acceptance of rent following a breach by Tenant of any provision of this rental agreement, with or without Landlord's knowledge of the breach, will not be deemed to be a waiver of Landlord's right to enforce any provision of this rental agreement.

Binding on Heirs and Successors

16. This rental agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant; provided, however, that nothing in this section shall be construed as a consent by Landlord to any assignment of this rental agreement or any interest in it by Tenant.

Time of Essence

17. Time is expressly declared to be of the essence in this rental agreement.

Sole and Only Agreement

18. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the rented premises, the leasing of the rented premises to Tenant, and the rental term created under this rental agreement, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the rented premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void.

Executed on _____, 2013, at Susanville, Lassen County, California.

LANDLORD:

CITY OF SUSANVILLE
By: Jared G. Hancock, City Administrator

TENANT:

EXHIBIT 'A' TO RENTAL AGREEMENT

Waterbed

Tenant agrees to comply with the following requirements in connection with the use of a waterbed or other bed with liquid filling material (hereafter referred to as a "waterbed") on the rented premises:

(a) Tenant shall furnish to Landlord, before installation of any waterbed, a valid waterbed insurance policy or certificate of insurance for property damage. This policy shall be issued by a company licensed to do business in California and possessing a Bests Insurance Report rating of "B" or higher. The policy shall be written for no less than \$100,000 of coverage, shall be maintained in full force and effect until the waterbed is permanently removed from the rented premises, and shall cover (up to the limits of the policy) the replacement value of all property damage, including loss of use, incurred by Landlord or any other person or entity and caused by or arising out of the ownership, maintenance, use, or removal of the waterbed, except or caused by or resulting from fire. Landlord may require Tenant to produce evidence of insurance at any time. The carrier must give Landlord 10 days' prior notice of cancellation or nonrenewal, and Tenant must provide the carrier with the name and usual street address of Landlord.

(b) The waterbed shall conform to the pounds per square foot weight limitation and placement dictated by the floor load capacity of the rented premises, and its weight shall be distributed on a pedestal or frame that is substantially the dimensions of the mattress itself. Any new waterbed installation shall conform to reasonable structural specifications for placement within the rented premises specified by Landlord or Landlord's agent and shall be consistent with the floor capacity of the rented premises.

(c) Tenant shall install, maintain, and remove the waterbed according to all standard methods of installation, maintenance, and removal prescribed by the manufacturer, retailer, or state law, whichever provides the highest degree of safety. In addition, Tenant shall comply with the minimum component specification list prescribed by the manufacturer, retailer, or state law, whichever provides the highest degree of safety.

(d) Tenant shall give Landlord or Landlord's agent 24 hours' advance written notice of Tenant's intent to install, remove, or move a waterbed. If the installation or move is performed by any person other than Tenant, Tenant shall deliver to Landlord or Landlord's agent a written installation receipt stating the installer's name, address, and business affiliation when appropriate. Landlord or Landlord's agent has the option and right to be present at the time of

installation, removal, or movement.

(e) The waterbed shall comply with the rules and regulations governing the quality of bed construction promulgated by the Bureau of Home Furnishings, and must display a label declaring compliance with those rules and regulations. Any bed constructed before January 1, 1973, will be deemed not to comply with these requirements.

(f) Landlord or Landlord's agent shall have the right to inspect the waterbed installation on completion, and periodically thereafter, to ensure its conformity with applicable requirements. Landlord may serve Tenant with a written notice of breach of the rental agreement, and may give Tenant three days either to bring the installation into conformity with those standards or to remove the waterbed. If there is an immediate danger to the rented premises, Landlord may require immediate corrective action.

(g) If Tenant installs a waterbed or has a waterbed installed on the rented premises, Tenant agrees to pay a security deposit of \$250.00 in addition to any other deposit required under any other provision of this rental agreement.

Reviewed by: JGH City Administrator
 Finance Director
PMY City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted By: Jared G. Hancock, City Administrator

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 13-4920** Accepting the City of Susanville's Audited Financial Statements for the Fiscal Year ending June 30, 2012.

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The firm of Moss, Levy and Hartzheim, CPAs has completed the audit of the City's Financial Statements for the fiscal year ended June 30, 2012. The audit included the financial statements of the governmental entities, business-type activities, each major fund, and the aggregate remaining fund information of the City, which collectively comprises the City's basic financial statements.

I am very pleased to report that we have received an unqualified opinion on these financial statements. The City of Susanville has continually received this unqualified or "clean opinion since 2004. Derek Rampone, Audit Manager with Moss, Levy and Hartzheim will present the audit report to the City Council.

FISCAL IMPACT: As a recipient of federal and state funds, the City is required to have an annual audit performed by an independent certified public accountant.

ACTION REQUESTED: Consider **Resolution No. 12-4920**, Accepting the City of Susanville's Audited Financial Statements for the fiscal year ended June 30, 2012

ATTACHMENTS: City of Susanville Comprehensive Annual Financial Report
Resolution No. 12-4920

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RESOLUTION NO. 13-4920
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
ACCEPTING THE AUDIT REPORT FOR THE CITY OF SUSANVILLE FOR
THE FISCAL YEAR ENDED JUNE 30, 2012

WHEREAS, Moss, Levy and Hartzheim, Certified Public Accountants, having been engaged by the City of Susanville to perform the annual audit for the Fiscal Year Ended June 30, 2012: and

WHEREAS, Moss, Levy and Hartzheim, CPAs, have performed the audit and submitted a Comprehensive Annual Financial Report (CAFR) for the City of Susanville for the Fiscal Year Ended June 30, 2012, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville that the annual financial report for the fiscal year ended June 30, 2012 is hereby accepted for the City of Susanville.

Dated: February 6, 2013

APPROVED: _____
Rod E De Boer, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 13-4920 was adopted at a regular meeting of the City Council of the City of Susanville held on the 6th day of February, 2013 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

Reviewed by:	<input checked="" type="checkbox"/> City Administrator	<input type="checkbox"/> Motion only
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> Resolution
		<input type="checkbox"/> Ordinance
		<input type="checkbox"/> Information

Submitted by: Gwenna MacDonald

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 13-4921** Appointing Loan Committee members and authorizing Loan Committee Chairperson to execute loan documents and rescinding Resolution No. 10-4651

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: The City of Susanville currently receives program income and is required to expend these funds on CDBG eligible projects. All applications for funding require a loan committee to review project applications, and a review committee to consider any disputes that may arise during the course of administering the program.

The authorizing resolution granting authority to the Susanville Loan Committee was last reviewed and approved by City Council on July 21, 2010. Resolution No. 13-4921 has been updated to reflect current staffing and to designate the authority for write off of bad debt to the City Council.

FISCAL IMPACT: None.

- **ACTION REQUESTED:** Consider **Resolution No. 13-4921** Appointing Loan Committee members and authorizing Loan Committee Chairperson to execute loan documents and rescind Resolution No. 10-4651

ATTACHMENTS:

- **Resolution No. 13-4921** Appointing Loan Committee members and authorizing Loan Committee Chairperson to execute loan documents and rescind Resolution No. 10-4651
- **Resolution No. 10-4651** Appointing CDBG/HOME Program Loan Committee and CDBG/HOME Program Review Committee and authorizing Loan Committee Chairperson to execute loan and grant documents and replacing Resolution No. 05-398.

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RESOLUTION NO. 13-4921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPOINTING LOAN COMMITTEE MEMBERS AND AUTHORIZING LOAN COMMITTEE CHAIRPERSON TO EXECUTE LOAN DOCUMENTS AND RESCIND RESOLUTION NO. 10-4651

WHEREAS, the City of Susanville has established revolving loan funds to expend Program Income; and

WHEREAS, the Community Development Block Grant Program requires a loan committee be established to process loan requests; and

WHEREAS, within the City of Susanville CDBG Loan Committee, a Review Committee is required to hear and settle disputes which may arise in the course of administering the projects; and

WHEREAS, the City of Susanville desires to continue with its community block grant programs which require a Loan Committee and Review Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville does hereby establish the following:

1. The composition of the Loan Committee shall be the City Administrator, Finance Manager, City Planner, City Council Member and a Community Member;
2. The City Council Member shall be appointed by the Mayor to serve a period of 2 years or until a successor is named;
3. The Community Member shall be qualified and experienced in either the financial or real estate field and be appointed for a period of two years by consensus of the Loan Committee
4. The City Administrator shall act as Chairperson of the Loan Committee and shall be authorized to execute loan agreements on behalf of the City of Susanville
5. Pursuant to State of California Economic Development Block Grant regulations, all Business Assistance loans must be approved by the State Department of Housing and Community Development
6. A Review Committee shall consist of the City Administrator, City Council Member and Finance Manager and shall hear and settle disputes that may arise in the course of administering revolving loan fund projects
7. Any requests to write off loans deemed to be uncollectible shall be presented to the City Council for review and approval.

Dated: February 6, 2013

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APPROVED: _____
Rod E. De Boer, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 13-4921 was adopted at a regular meeting of the City Council of the City of Susanville held on the 6th day of February, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
Peter M. Talia, City Attorney

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RESOLUTION NO. 10-4651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE APPOINTING LOAN COMMITTEE MEMBERS AND AUTHORIZING LOAN COMMITTEE CHAIRPERSON TO EXECUTE LOAN DOCUMENTS AND RESCIND RESOLUTION NO. 05-3980

WHEREAS, the City of Susanville has established three revolving loan funds to expend Program Income; and

WHEREAS, the Community Development Block Grant Program requires a loan committee be established to process loan requests; and

WHEREAS, within the City of Susanville CDBG Loan Committee, a Review Committee is required to hear and settle disputes which may arise in the course of administering the projects; and

WHEREAS, the City of Susanville desires to continue with its Community Development and Economic Development block grant programs which require a Loan Committee and Review Committee.

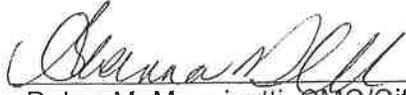
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville does hereby establish the following:

1. The composition of the Loan Committee shall be the City Administrator, Finance Director, Senior Planner, City Council Member and a Community Member;
2. The City Council Member shall be appointed by the Mayor to serve a period of 2 years or until a successor is named;
3. The Community Member shall be qualified and experienced in either the financial or real estate field and be appointed for a period of two years by consensus of the Loan Committee
4. The City Administrator shall act as Chairperson of the Loan Committee and shall be authorized to execute loan agreements for First Time Homebuyers and Housing Weatherization on behalf of the City of Susanville
5. Pursuant to State of California Economic Development Block Grant regulations, all Business Assistance loans must be approved by the State Department of Housing and Community Development
6. A Review Committee shall consist of the City Administrator, City Council Member and Finance Director and shall hear and settle disputes that may arise in the course of administering revolving loan fund projects.

Dated: July 21, 2010

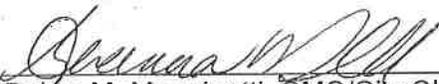
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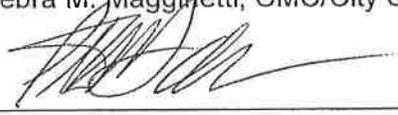
APPROVED: 
Lino P. Callegari, Mayor

ATTEST: 
Debra M. Magginetti, CMC/City Clerk

The foregoing Resolution No. 10-4651 was adopted at a regular meeting of the City Council of the City of Susanville held on the 21st day of July, 2010 by the following vote:

AYES: Sayers, McDonald, Franco, De Boer and Callegari
NOES: None
ABSENT: None
ABSTAINING: None


Debra M. Magginetti, CMC/City Clerk

APPROVED AS TO FORM: 
Peter M. Talia, City Attorney

Reviewed by: City Administrator
 Finance Director
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Jared G. Hancock, City Administrator
 Charlie Palmer, Building Official

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Update of City Floodplain Regulations Section 15.40 of the Susanville Municipal Code

PRESENTED BY: Charlie Palmer, Building Official

SUMMARY: In September of 2010 the Federal Emergency Management Agency (FEMA) adopted a new Flood Insurance Study (FIS) and new Flood Insurance Rate Maps (FIRM) that identify existing flood hazard area within Susanville and surrounding areas. The FIRM maps are used to identify areas that are eligible to obtain federally subsidized flood insurance through the National Flood Insurance Program (NFIP).

The NFIP is based on an agreement between local communities and the federal government which states that if a community will adopt and enforce a floodplain management ordinance to reduce future flood risks to new construction in Special Flood Hazard Areas (SFHA), the federal government will make subsidized flood insurance available within the community as a financial protection against flood losses.

The City of Susanville currently participates in the NFIP and has floodplain management provisions in the City's Municipal Code in Chapter 15.40. Recently, the Federal government amended their minimum requirements for floodplain management regulations which require the City to update our code. The changes to the floodplain management regulations are relatively minor but extensive in terms of changes to the text sections, staff is recommending that the current Chapter 15.40 be repealed and a new Chapter 15.40 adopted. Attached is the proposed ordinance with the new floodplain management ordinance as well as a marked up version of the current ordinance showing the changes in the language.

The floodplain management regulations are administered by the City's Building Division and the City Building Official is the designated floodplain administrator.

FISCAL IMPACT: Cost neutral, no change to current city obligations.

ACTION REQUESTED: Waive first reading and introduce Ordinance 13-0988 repealing and readopting Chapter 15.40 of the City of Susanville Municipal Code.

ATTACHMENTS: "A" – Proposed Ordinance 13-0988
 "B" – Mark-up copy of changes to current code.

ORDINANCE NO. 13-0988
AN ORDINANCE OF THE CITY OF SUSANVILLE
DELETING AND REPLACING CHAPTER 15.40 "FLOODPLAIN
MANAGEMENT" OF THE CITY OF SUSANVILLE MUNICIPAL CODE

WHEREAS, to qualify for the sale of federally subsidized flood insurance, a community must adopt and submit to the Federal Insurance Administrator flood plain management regulations designed to minimize future flood related damages; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has completed and adopted a new Flood Insurance Study for the City of Susanville and has also adopted new changes to the floodplain management regulations which serve as the minimum requirements a community must adopt in order to participate in the flood insurance program; and

WHEREAS, Chapter 15.40, Articles I through V of the City of Susanville Municipal Code entitled "Floodplain Management" do not meet the new federal regulations required to obtain federal flood insurance and new regulations need to be adopted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUSANVILLE DOES ORDAIN AS FOLLOWS:

Section 1: Chapter 15.40 "Floodplain Management" is hereby repealed in its entirety and is replaced by the following new Chapter 15.40 "Floodplain Management":

Chapter 15.40 Floodplain Management

ARTICLE I. GENERAL PROVISIONS

15.40.010 STATUTORY AUTHORIZATION.

The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Susanville does hereby adopt the following floodplain management regulations.

15.40.020 FINDINGS OF FACT.

- A.** The flood hazard areas of the City of Susanville are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

- B. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

15.40.030 STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide [i.e. mudflow] or flood related erosion areas. These regulations are designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

15.40.040 METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes regulations to:

- A. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Control filling, grading, dredging, and other development which may increase flood damage;
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas; and

15.40.050 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"A zone" - see **"Special flood hazard area"**.

"Accessory structure" means a structure that is either:

1. Solely for the parking of no more than 2 cars; or
2. A small, low cost shed for limited storage, less than 150 square feet and \$1,500 in value.

"Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" - See "Special flood hazard area."

"Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

"Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

"Basement" means any area of the building having its floor sub grade - i.e., below ground level - on all sides.

"Building" - see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

"Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before June 6, 1985.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood, flooding, or flood water" means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
2. The condition resulting from flood-related erosion.

"Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source - see **"Flooding."**

"Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

"Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Flood proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet flood proofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory Floodway."

"Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

"Fraud and victimization" as related to **Section 15.40.230** of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be

constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e. county or municipality that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Section 15.40.230 of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The City of Susanville requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an

approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see **"Basement"** definition).

1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - a. The flood openings standard in **Section 15.40.180(c)(3)**;
 - b. The anchoring standards in **Section 15.40.180(a)**;
 - c. The construction materials and methods standards in **Section 15.40.180(b)**; and
 - d. The standards for utilities in **Section 15.40.190**.
2. For residential structures, all sub grade enclosed areas are prohibited as they are considered to be basements (see **"Basement"** definition). This prohibition includes below-grade garages and storage areas.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Market value" is defined in the City of Susanville substantial damage/improvement procedures. See **Section 15.40.150(b)(1)**.

"Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after June 6, 1985 and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after June 6, 1985

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One-hundred-year flood" or "100-year flood" - see **"Base flood."**

"Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

"Public safety and nuisance" as related to Section 15.40.230-240 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Remedy a violation," means to bring the structure, or other development, into

compliance with State and or local floodplain management regulations if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Sheet flow area" - see **"Area of shallow flooding."**

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

"Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations or

state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

15.40.060 LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all areas of special flood hazards within the jurisdiction of City of Susanville.

15.40.070 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for City of Susanville dated June 6, 1985, with accompanying Flood Insurance Rate Maps (FIRM's) and Flood Boundary and Floodway Maps (FBFM's), dated September 3, 2010 and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Susanville by the Floodplain Administrator. The study, FIRM's and FBFM's are on file at Building Department, 66 N. Lassen Street.

15.40.080 COMPLIANCE.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the City of Susanville from taking such lawful action as is necessary to prevent or remedy any violation.

15.40.090 ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

15.40.100 INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.40.110 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of City of Susanville any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

15.40.120 SEVERABILITY.

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

15.40.130 USE OF OTHER BASE FLOOD DATA.

When the base flood elevation data has not been provided in accordance with **Section 15.40.070**, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a

federal or state agency or other source, in order to administer Article III of this chapter. Any such information shall be submitted to the city council for adoption.

ARTICLE II. ADMINISTRATION

15.40.140 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Building Official is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accord with its provisions.

15.40.150 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

A. Permit Review.

Review all development permits to determine:

1. Permit requirements of this ordinance have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of Susanville and
5. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About

Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "Market Value."

2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use and Development of Other Base Flood Data.

When base flood elevation data has not been provided in accordance with **Section 15.40.070**, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer **Section 15.40.180- 220**.

NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995.

D. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:
 - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submit evidence of such notification to the Federal Emergency Management Agency; and
 - c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
2. Base Flood Elevation changes due to physical alterations:
 - a. Within six (6) months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
 - b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in corporate boundaries:

Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

E. Documentation of Floodplain Development.

Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by **Section 15.40.180(c)(1) and Section 15.40.210** (lowest floor elevations);
2. Certification required by **Section 15.40.180(c)(2)** (elevation or flood proofing of nonresidential structures);
3. Certification required by **Sections 15.40.180(c)(3)** (wet flood proofing standard);
4. Certification of elevation required by **Section 15.40.200** (subdivisions and other proposed development standards);
5. Certification required by **Section 15.40.220** (floodway encroachments); and
6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

F. Map Determination.

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in **Section 15.40.170.**

G. Remedial Action.

Take action to remedy violations of this ordinance as specified in **Section 15.40.080.**

H. **Biennial Report.**

Complete and submit Biennial Report to FEMA.

I. **Planning**

1. Assure community's General Plan is consistent with floodplain management objectives herein.
2. The floodplain administrator shall review all proposals for new development and shall weight all requests for future floodplain development against the city's most recent adopted general plan. Considerations of the following elements are required before approval.
 - a. Determine of whether or not a proposed development is in or affects a known floodplain;
 - b. Inform the public of the proposed activity by at least one public notice in the local newspaper and posting of a minimum of three notices within three hundred (300) feet of project site;
 - c. Determine if there is a practicable alternative or site for the proposed activity;
 - d. Identify impact of the activity on the floodplain;
 - e. Provide a plan to mitigate the impact of the activity to comply with provisions in **Section 15.40.150**

15.40.160 DEVELOPMENT PERMIT.

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in **Section 15.40.070**. Application for a development permit shall be made on forms furnished by the City of Susanville the applicant shall provide the following minimum information:

- A. Plans in duplicate, drawn to scale, showing:
1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
 2. Proposed locations of water supply, sanitary sewer, and other utilities;
 3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;

4. Location of the regulatory floodway when applicable;
 5. Base flood elevation information as specified in **Section 15.40.070 or 15.40.150**; and flood elevation certificate for lowest floor elevation of existing and proposed structures. .
 6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
 7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in **Section 15.40.180(c)(2)** of this ordinance and detailed in FEMA Technical Bulletin TB 3-93.
- B.** Certification from a registered civil engineer or architect that the nonresidential flood proofed building meets the flood proofing criteria in **Section 15.40.180(c)(2)**.
- C.** For a crawl-space foundation, location and total net area of foundation openings as required in **Section 15.40.180(c)(3)** of this ordinance and detailed in FEMA Technical Bulletins 1-93 and 7-93.
- D.** Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- E.** All appropriate certifications listed in **Section 15.40.150(e)** of this ordinance.

15.40.170 APPEALS.

The City Council of City of Susanville shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

15.40.180 STANDARDS OF CONSTRUCTION.

In all areas of special flood hazards the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. The storage or processing of materials that are, in the time of flooding, buoyant, flammable, explosive or could be injurious to

human, animal, or plant life, is prohibited below the base flood elevation.

3. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

B. Construction Materials and Methods.

All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;
2. Using methods and practices that minimize flood damage;
3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Flood proofing.

1. Residential construction.

All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:

- a. In AE, AH, A1-30 Zones, elevated to or above the base flood elevation.
- b. In an AO zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least 2 feet above the highest adjacent grade if no depth number is specified.
- c. In an A zone, without BFE's specified on the FIRM [unnumbered A zone], elevated to or above the base flood elevation; as determined under **Section 15.40.150(c)**.

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community

building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

2. **Nonresidential construction.**

All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with **Section 15.40.180(c)(1)** or:

- a. Be flood proofed, together with attendant utility and sanitary facilities, below the elevation recommended under **Section 15.40.180(c)(1)**, so that the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered civil engineer or architect that the standards of **Section 15.40.180(c)(2)(a) (b)** are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. **Flood openings.**

All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:

- a. For non-engineered openings:
 1. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above grade;
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and
 4. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

- b. Be certified by a registered civil engineer or architect.
4. **Manufactured homes.**
- a. See **Section 15.40.210.**
5. **Garages and low cost accessory structures.**
- a. Attached garages.
 - 1. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See **Section 15.40.180(c)(3).** Areas of the garage below the BFE must be constructed with flood resistant materials. See **Section 15.40.180(b)(1).**
 - 2. A garage attached to a nonresidential structure must meet the above requirements or be dry flood proofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.
 - b. Detached garages and accessory structures.
 - 1. "Accessory structures" used solely for parking (two (2) car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in **Section 15.40.050,** may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:
 - a) Use of the accessory structure must be limited to parking or limited storage;
 - b) The portions of the accessory structure located below the BFE must be built using flood-resistant materials;
 - c) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
 - d) Any mechanical and utility equipment in the accessory structure must be elevated or flood proofed to or above the BFE;
 - e) The accessory structure must comply with floodplain encroachment provisions in **Section 15.40.220;** and

- f) The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with **Section 15.40.180(c)(3)**.
- 2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in **Section 15.40.180(1)**.

15.40.190 STANDARDS FOR UTILITIES.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 - 1. Infiltration of flood waters into the systems; and
 - 2. Discharge from the systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

15.40.200 STANDARDS FOR SUBDIVISIONS AND OTHER PROPOSED DEVELOPMENT.

- A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or five (5) acres, whichever is the lesser, shall:
 - 1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).
 - 2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
 - 3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:
 - a. Lowest floor elevation.
 - b. Pad elevation.
 - c. Lowest adjacent grade.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have

public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

- D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

15.40.210 STANDARDS FOR MANUFACTURED HOMES.

- A. All manufactured homes that are placed or substantially improved, on sites located: one (1) outside of a manufactured home park or subdivision; two (2) in a new manufactured home park or subdivision; three (3) in an expansion to an existing manufactured home park or subdivision; or four (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

- 1. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map that are not subject to the provisions of Section 15.40.210(a) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

- 1. Lowest floor of the manufactured home is at or above the base flood elevation; or
- 2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

15.40.220 STANDARDS FOR RECREATION VEHICLES

All recreational vehicles on sites within Zones A1-30, AH, and AE on the Flood Insurance Rate Maps described in Section 15.40.070 of this chapter will either:

- A. Be on the site for fewer than one hundred eighty (180) consecutive days;
- B. Be fully licensed and ready for highway use—a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Meet the permit requirements of Section 15.40.160 of this chapter and the elevation and anchoring requirements for manufactured homes in Section 15.40.290(A). (Prior code § 25.282)

15.40.230 FLOODWAYS.

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Susanville
- B. Within an adopted regulatory floodway, the City of Susanville shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- C. If Sections 15.40.230(a)(b) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 15.40.180-200.

ARTICLE IV. VARIANCE PROCEDURES

15.40.240 NATURE OF VARIANCES.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements

of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the City of Susanville to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

15.40.250 CONDITIONS FOR VARIANCES.

- A.** Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of **Sections 15.40.140(270) & 15.40.180 through 220** of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B.** Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in **Section 15.40.050** of this ordinance) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C.** Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D.** Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the City of Susanville need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the City of Susanville believes will both provide relief and preserve the integrity of the local ordinance.

- E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
 - 1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 - 2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Lassen County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

- F. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

15.40.260 APPEAL BOARD.

- A. The City Council shall hear and decide appeals and requests for variances from the requirements of this chapter. The application forms and fees shall be the same as required for zoning variances.

- B. In passing upon requests for variances, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the:
 - 1. Danger that materials may be swept onto other lands to the injury of others;
 - 2. Danger of life and property due to flooding or erosion damage;
 - 3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
 - 4. Importance of the services provided by the proposed facility to the community;
 - 5. Necessity to the facility of a waterfront location, where applicable;
 - 6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - 7. Compatibility of the proposed use with existing and anticipated development;
 - 8. Relationship of the proposed use to the comprehensive plan and

floodplain management program for that area;

9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

C. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;
2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and
3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

D. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of **Sections 15.40.260(a)-(d)** are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

E. Upon consideration of the factors of **Section 15.40.250(a)** and the purposes of this ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

15.40.270 MAINTENANCE OF FLOOD PROTECTION MEASURES.

The maintenance of any and all flood protection measures (levees, dikes, dams, or reservoirs) is required of the jurisdiction agency, or other entity to whom such measures provide protection. If these measures are privately owned, an operation or maintenance plan is required of the owner. The city shall acknowledge all maintenance plans by the adoption of such plans by ordinance.

ARTICLE V. AMENDMENTS AND REVISIONS TO NATIONAL FLOOD INSURANCE PROGRAM MAPS

15.40.280 ADMENDMENTS AND RECISIONS TO NFIP MAPS.

- A. The four methods listed in **Section 15.40.290** may be used to request FEMA exempt a single structure from the purchase of flood insurance. All four of these methods shall be applied for by the individual property owner or his representative.
- B. The three methods listed in **Section 15.40.300** may be used to request revisions to effective Flood Insurance Studies. All three of these methods require that the city is aware of the impacts of the request, and notifies impacted property owners, when required.
- C. All seven methods must be applied for in accordance with FEMA requirements. All costs incurred must be paid by the property owner or his representative. Copies of all certification and application forms submitted to FEMA shall also be submitted to the floodplain administrator at the time of application.
- D. Copies of all notifications either granting or denying requests for exemptions from the purchase of flood insurance, or requests to revise Flood Insurance Studies shall be submitted to the floodplain administrator with fifteen (15) days of receipt by the property owner or his representative.

15.40.290 SINGLE STRUCTUE EXEMPTIONS.

Application for one of the following may be used to request FEMA exempt a single structure from the purchase of flood insurance.

- A. Letter of Map Amendment (LOMA). A letter from FEMA stating that an existing structure or parcel of land that has not been elevated by fill would not be inundated by the one hundreds (100) year flood;
- B. Conditional Letter of Map Amendment (CLOMA). A letter from FEMA stating that a proposed structure that is not to be elevated by fill would not be inundated by the one hundreds (100) year flood if built as proposed;
- C. Letter of Map Revision Based on Fill (LOMR-F). A letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the one hundred (100) year; or
- D. Conditional Letter of Map Revision Based on Fill (CLOMR-F). A letter

from FEMA stating that a parcel of land or proposed structure that is to be elevated by fill would not be inundated by the one hundred

15.40.300 REVISIONS TO EFFECTIVE FLOOD INSURANCE STUDIES.

Application for one of the following may be used to request revisions to effective Flood Insurance Studies:

- A. Conditional Letter of Map Revision (CLOMR). A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision (LOMR or PMR), or proposed hydrology changes.
- B. Letter of Map Revision (LOMR). A letter from FEMA officially revising the current NFIP map to show changes to floodplains, floodways, or flood elevations. LOMRs typically depict decreased flood hazards.
- C. Physical Map Revision (PMR). A reprinted NFIP map incorporating changes to floodplains, floodways, of flood elevations. Because of the time and cost involved to change, reprint, and redistribute an NFIP map, a PMR is usually processed when a revision reflects increased flood hazards or large-scope changes.

Section 2: This ordinance shall take effect 30 days from its adoption by a majority vote of the members of the City Council.

Section 3: The City Clerk shall cause this Ordinance to be published at least twice in *The Lassen County Times*, a newspaper of general circulation, published and circulated within the City.

Section 4: If any section, subsection, sentence, paragraph, clause, term, word or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional for any reason, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion this Ordinance, it being expressly declared that this Ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

APPROVED: _____
Rod E. Deboer, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Susanville, held on the XX of February, 2013 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, Deputy City Clerk

APPROVED AS TO FORM:

Peter M. Talia, City Attorney

Chapter 15.40 FLOODPLAIN MANAGEMENT

Note

* Prior ordinance history: Ords. 85-665 and 87-703.

Article I. General Provisions

15.40.010 Statutory authorization.

The Legislature of the state of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the city council of the city of Susanville does ordain as set out in this chapter. (Prior code § 25.100)

15.40.020 Findings of fact.

A. The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses ~~the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.~~ (Prior code § 25.110)

15.40.030 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money for costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in area of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blight areas caused by flood damage;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. To ensure that those who occupy the area of special flood hazard assume responsibility for their actions. (Prior code § 25.120)

15.40.040 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes ~~regulations methods and provisions~~ to:

- A. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
- D. Control filling, grading, dredging, and other development which may increase flood damage; ~~including removal and planting of vegetation and alterations to the natural grade and fauna which may increase flood damage;~~ and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas. (Prior code § 25.130)

15.40.050 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

"A zone" - see "Special flood hazard area".

"Accessory structure" means a structure that is either:

1. Solely for the parking of no more than 2 cars; or
2. A small, low cost shed for limited storage, less than 150 square feet and \$1,500 in value.

"Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

"Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"Appeal" means a request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

"Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard. See "Special flood hazard area."

"Base flood" means a flood having a one percent chance of being equaled or exceeded in any given year (also called the "one hundred (100) year flood"). Base flood is the term used throughout this chapter.

"Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

“Basement” means any area of the building having its floor subgrade i.e. (below ground level) on all sides.

Building. See “Structure.”

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, landscaping, excavation, or storage of equipment or materials, or drilling operations.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the ordinance first codified as this chapter, Ordinance No. 85-665, effective June 6, 1985.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“FEMA” means the Federal Emergency Management Agency.

“Flood,” “flooding” or “floodwater” means: ~~a general and temporary condition of partial or complete inundation of normally dry land areas from:~~

-- 1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and

~~The overflow of inland waters; and/or~~

2. The condition resulting from flood-related erosion~~The unusual and rapid accumulation or runoff of surface waters from any source.~~

“Flood Boundary Floodway Map (FBFM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

“Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the city.

“Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source (see ~~definition of~~ “flooding”).

“Floodplain administrator” is the community official designated by title to administer and enforce the floodplain management regulations.~~means the individual appointed to administer and enforce floodplain management regulations.~~

- “Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage, and preserving and enhancing, where possible, natural resources in

the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinance (such as ~~floodplain ordinance~~, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such federal, state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. For guidelines on dry and wet flood proofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.

"Floodway" means the channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as the "regulatory floodway."

"Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

"Fraud and victimization" as related to Section 15.40.230 Article IV, Variance Procedures, of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city council will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e. county or municipality that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Section 15.40.230 Article IV, Variance Procedures, of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The city council requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

"Hazard mitigation plan" is a plan that incorporates a process, whereby the potential of future loss due to flooding can be minimized by planning and implementing alternatives to floodplain management community-wide.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the State Inventory of Historic Places with the California Office of Historic Preservation.

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs

“Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

~~“Lowest floor” means the lowest floor of the lowest enclosed area, (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area (See “Basement”) is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter. Finish materials, such as but not limited to, carpet, vinyl and tile shall not be included in elevation measurements of the lowest floor. Elevation measurements of the lowest floor shall be taken at the top of the subfloor material.~~

“Lowest floor” means the lowest floor of the lowest enclosed area, including basement (see “Basement” definition).

1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building’s lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - a. The flood openings standard in Section 15.40.180(c)(3);
 - b. The anchoring standards in Section 15.40.180(a);
 - c. The construction materials and methods standards in Section 15.40.180(b); and
 - d. The standards for utilities in Section 15.40.190.
2. For residential structures, all sub grade enclosed areas are prohibited as they are considered to be basements (see “Basement” definition). This prohibition includes below-grade garages and storage areas.

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a recreational vehicle.

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for sale or rent.

“Market value” means the value of the structure determined by any method listed in FEMA publication 213 International Conference of Building Officials (ICBO) evaluation and data sheets.

“Mean sea level” means, for purposes of the National Floodplain Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on the city’s Flood Insurance Rate Map are referenced.

“Minor improvement” means any reconstruction, rehabilitation, addition, replacement or other improvement of a structure which is less than fifty (50) percent of the market value of the structure.

“New construction” means, for floodplain management purposes, structures for which the start of construction commenced on or after the effective date of the first floodplain management regulation adopted by the city, Ordinance No. 85-665, effective June 6, 1985, and includes any subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the city, Ordinance No. 85-665, effective June 6, 1985.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-hundred-year flood or 100-year flood. See “Base flood.”

“Person” means an individual or his or her agent, firm, partnership, association or corporation, or agent of the aforementioned groups, or this state or its agencies or political subdivisions.

“**Program deficiency**” means a defect in a community’s floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

“Public safety and nuisance” as related to Section 15.40.230-240. Article IV, Variance Procedures, of this chapter means that the granting of a variance must not result in anything which is injurious to safety or health of the city, community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational vehicle” means a vehicle which is:

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

“Remedy a violation” means to bring the structure or other development into compliance with state or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sheet Flow Area. See “Area of shallow flooding.”

“Special flood hazard area (SFHA)” means an area having special flood or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99 and AH.

“Start of construction” includes substantial improvement and other proposed new development, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footing, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled or roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any reconstruction, rehabilitation, addition or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the start of construction of the improvement. If multiple or phased improvements are involved, said total costs shall be cumulative for a five consecutive year period prior to the start of construction. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the city building official, and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a historic structure.

“Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

“Violation” means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter, is presumed to be in violation until such time as that documentation is provided.

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, (or other datum, where specified), of floods of various magnitudes and frequencies in riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur. (Prior code § 25.140)

15.40.060 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the City of Susanville. (Prior code § 25.150)

15.40.070 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for City of Susanville dated June 6, 1985, with accompanying Flood Insurance Rate Maps (FIRM’s) and Flood Boundary and Floodway Maps (FBFM’s), dated September 3, 2010 and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the City of Susanville by the Floodplain Administrator. The study, FIRM’s and FBFM’s are on file at Building Department, 66 N. Lassen Street, Susanville.

~~The areas of special flood hazard identified by subsections A and B of this section and all subsequent amendments and/or revisions thereof, are adopted by reference and declared to be a part of this chapter.~~

~~— A. — The Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled “Flood Insurance Study (FIS) for the City of Susanville,” dated December 19, 1984, with an accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Maps (FBFM), both having an effective date of June 19, 1985; and~~

~~— B. — The Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled “Flood Insurance Study (FIS) for the County of Lassen” dated September 4, 1987 with accompanying Flood Insurance Rate Maps (FIRM) having an effective date of September 4, 1987 for all areas annexed into the city and not covered by subsection A of this section.~~

~~— These Flood Insurance Studies and attendant mapping are on file at City Hall, 66 North Lassen Street, Susanville, California 96130. These Flood Insurance Studies and attendant mapping are the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the city council by the floodplain administrator. (Prior code § 25.160)~~

15.40.080 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the city council from taking such lawful action as is necessary to prevent or remedy any violation. (Prior code § 25.170)

15.40.090 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Prior code § 25.180)

15.40.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Prior code § 25.190)

15.40.110 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, the state of California, the Federal Insurance Administration, or the Federal Emergency Management Agency for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder. (Prior code § 25.200)

15.40.120 SEVERABILITY.

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

15.40.130 USE OF OTHER BASE FLOOD DATA.

When the base flood elevation data has not been provided in accordance with Section 15.40.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency or other source, in order to administer Article III of this chapter. Any such information shall be submitted to the city council for adoption.

Article II. Administration

15.40.120 Establishment of development permit.

— A development permit shall be obtained before construction or development begins within any area of special flood hazard, established in Section 15.40.070. Application for a development permit shall be made on forms furnished by the floodplain administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions and existing and proposed elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- A. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; in Zone AO, elevation of the highest adjacent grade and proposed elevation of the lowest floor of all structures;
- B. Proposed elevation in relation to mean sea level to which any structure will be floodproofed if required in Section 15.40.250(C);
- C. All appropriate certifications required by this chapter; and
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Prior code § 25.210)

15.40.1430 Designation of the floodplain administrator.

The building official of the city is appointed to administer, implement and enforce this chapter and all floodplain management regulations by granting or denying development permits in accord with its provisions. (Prior code § 25.220)

15.40.1540 Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

A. Permit Review.

Review all development permits to determine:

1. Permit requirements of this ordinance have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
2. All other required state and federal permits have been obtained;
3. The site is reasonably safe from flooding;
4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than 1 foot at any point within the City of Susanville and
5. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "Market Value."
2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use and Development of Other Base Flood Data.

When base flood elevation data has not been provided in accordance with Section 15.40.070, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Section 15.40.180- 220. A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995.

D. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:
 - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - b. Submit evidence of such notification to the Federal Emergency Management Agency; and
 - c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
2. Base Flood Elevation changes due to physical alterations:
 - a. Within six (6) months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
 - b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.
3. Changes in corporate boundaries:
 - a. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

E. Documentation of Floodplain Development.

Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by **Section 15.40.180(c)(1) and Section 15.40.210** (lowest floor elevations);
2. Certification required by **Section 15.40.180(c)(2)** (elevation or flood proofing of nonresidential structures);
3. Certification required by **Sections 15.40.180(c)(3)** (wet flood proofing standard);
4. Certification of elevation required by **Section 15.40.200** (subdivisions and other proposed development standards);
5. Certification required by **Section 15.40.220** (floodway encroachments); and
6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

F. Map Determination.

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in **Section 15.40.170.**

G. Remedial Action.

Take action to remedy violations of this ordinance as specified in **Section 15.40.080.**

H. Biennial Report.

Complete and submit Biennial Report to FEMA.

I. Planning

1. Assure community's General Plan is consistent with floodplain management objectives herein.
2. The floodplain administrator shall review all proposals for new development and shall weight all requests for future floodplain development against the city's most recent adopted general plan. Considerations of the following elements are required before approval.
 - a. Determine of whether or not a proposed development is in or affects a known floodplain;
 - b. Inform the public of the proposed activity by at least one public notice in the local newspaper and posting of a minimum of three notices within three hundred (300) feet of project site;
 - c. Determine if there is a practicable alternative or site for the proposed activity;
 - d. Identify impact of the activity on the floodplain;

- e. Provide a plan to mitigate the impact of the activity to comply with provisions in **Section 15.40.150**

~~The duties and responsibilities of the floodplain administrator shall include, but not be limited to, the provisions set out in Sections 15.40.150 through 15.40.210. (Prior code § 25.230)~~

15.40.160 BUILDING DEVELOPMENT PERMIT.

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in **Section 15.40.070**. Application for a development permit shall be made on forms furnished by the City of Susanville the applicant shall provide the following minimum information:

A. Plans in duplicate, drawn to scale, showing:

1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
2. Proposed locations of water supply, sanitary sewer, and other utilities;
3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
4. Location of the regulatory floodway when applicable;
5. Base flood elevation information as specified in **Section 15.40.070 or 15.40.150**; and flood elevation certificate for lowest floor elevation of existing and proposed structures. .
6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be flood proofed, as required in **Section 15.40.180(c)(2)** of this ordinance and detailed in FEMA Technical Bulletin TB 3-93.

B. Certification from a registered civil engineer or architect that the nonresidential flood proofed building meets the flood proofing criteria in **Section 15.40.180(c)(2)**.

C. For a crawl-space foundation, location and total net area of foundation openings as required in **Section 15.40.180(c)(3)** of this ordinance and detailed in FEMA Technical Bulletins 1-93 and 7-93.

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

E. All appropriate certifications listed in **Section 15.40.150(e)** of this ordinance.

15.40.170 APPEALS.

The City Council of City of Susanville shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

ARTICLE III PROVISION FOR FLOOD HAZARD REDUCTION

15.40.180 STANDARDS OF CONSTRUCTION.

In all areas of special flood hazards the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. The storage or processing of materials that are, in the time of flooding, buoyant, flammable, explosive or could be injurious to human, animal, or plant life, is prohibited below the base flood elevation.
3. Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

B. Construction Materials and Methods.

All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;
2. Using methods and practices that minimize flood damage;
3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Flood proofing.

1. Residential construction.

All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:

- a. In AE, AH, A1-30 Zones, elevated to or above the base flood elevation.
- b. In an AO zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least 2 feet above the highest adjacent grade if no depth number is specified.
- c. In an A zone, without BFE's specified on the FIRM [unnumbered A zone], elevated to or above the base flood elevation; as determined under **Section 15.40.150(c).**

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

2. Nonresidential construction.

All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with **Section 15.40.180(c)(1)** or:

- a. Be flood proofed, together with attendant utility and sanitary facilities, below the elevation recommended under **Section 15.40.180(c)(1)**, so that the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered civil engineer or architect that the standards of **Section 15.40.180(c)(2)(a) (b)** are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. Flood openings.

All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:

- a. For non-engineered openings:

1. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
2. The bottom of all openings shall be no higher than one foot above grade;
3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and
4. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

b. Be certified by a registered civil engineer or architect.

4. Manufactured homes.

a. See Section 15.40.210.

5. Garages and low cost accessory structures.

a. Attached garages.

1. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See Section 15.40.180(c)(3). Areas of the garage below the BFE must be constructed with flood resistant materials. See Section 15.40.180(b)(1).
2. A garage attached to a nonresidential structure must meet the above requirements or be dry flood proofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

b. Detached garages and accessory structures.

1. “Accessory structures” used solely for parking (two (2) car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 15.40.050, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:
 - a) Use of the accessory structure must be limited to parking or limited storage;
 - b) The portions of the accessory structure located below the BFE must be built using flood-resistant materials;

- c) The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
 - d) Any mechanical and utility equipment in the accessory structure must be elevated or flood proofed to or above the BFE;
 - e) The accessory structure must comply with floodplain encroachment provisions in Section 15.40.220; and
 - f) The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Section 15.40.180(c)(3) .
2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 15.40.180(1).

15.40.190 STANDARDS FOR UTILITIES.

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

- 1. Infiltration of flood waters into the systems; and
- 2. Discharge from the systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

15.40.200 STANDARDS FOR SUBDIVISIONS AND OTHER PROPOSED DEVELOPMENT.

A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or five (5) acres, whichever is the lesser, shall:

- 1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).**
- 2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.**
- 3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:**

a. Lowest floor elevation.

b. Pad elevation.

c. Lowest adjacent grade.

B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

15.40.210 STANDARDS FOR MANUFACTURED HOMES.

A. All manufactured homes that are placed or substantially improved, on sites located: one (1) outside of a manufactured home park or subdivision; two (2) in a new manufactured home park or subdivision; three (3) in an expansion to an existing manufactured home park or subdivision; or four (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

- 1. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is**

elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map that are not subject to the provisions of Section 15.40.210(a) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

1. Lowest floor of the manufactured home is at or above the base flood elevation; or
2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

15.40.220 Standards for recreational vehicles.

All recreational vehicles on sites within Zones A1-30, AH, and AE on the Flood Insurance Rate Maps described in Section 15.40.070 of this chapter will either:

- A. Be on the site for fewer than one hundred eighty (180) consecutive days;
- B. Be fully licensed and ready for highway use—a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C. Meet the permit requirements of Article II of this chapter and the elevation and anchoring requirements for manufactured homes in Section 15.40.210. (Prior code § 25.282)

15.40.230 FLOODWAYS.

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Susanville

B. Within an adopted regulatory floodway, the City of Susanville shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

C. If Sections 15.40.220(a)(b) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 15.40.180-200.

15.40.150 Permit review:

— Permit review shall be as follows: Review all development permits, applications and all certifications required by this chapter to determine that:

- A. — All requirements of this chapter have been satisfied;
- B. — All other required state and federal permits have been obtained;
- C. — The site is reasonably safe from flooding;
- D. — The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this chapter, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point. (Prior code § 25.231)

15.40.160 Use of other base flood data:

— When the base flood elevation data has not been provided in accordance with Section 15.40.070, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency or other source, in order to administer Article III of this chapter. Any such information shall be submitted to the city council for adoption. (Prior code § 25.232)

15.40.170 Information to be obtained and maintained:

— The floodplain administrator shall obtain, maintain for public inspection, and make available as needed the following:

- A. — All certifications required by this chapter, specifically:
 - 1. — Certification of lowest floor elevations as required by Section 15.40.250(A)(3),
 - 2. — Certification of lowest floor elevations or floodproofing of nonresidential structures as required by Section 15.40.250(B)(3),
 - 3. — Certification of nonelevation design standards for enclosed areas below the lowest floor as required by Section 15.40.250(C)(2),
 - 4. — Certification of lowest floor and pad elevations for subdivisions as required by Section 15.40.280(B),
 - 5. — Certification of floodway encroachments as required by Section 15.40.320(A); and
- B. — Copies of all applications for grants, or denials of a LOMA, CLOMA, LOMR-F, CLOMR-F, CLOMR, LOMR, and PMR and all other documents changing base flood elevations; and

- C. — Maintenance plans of all flood protection measures required by Section 15.40.310 and
- D. — All appeal actions and all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Prior code § 25.233)

15.40.180 Alteration of watercourse.

- Whenever a watercourse is to be altered or relocated, it is the responsibility of the floodplain administrator to:
 - A. — Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation;
 - B. — Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and
 - C. — Assure that the flood-carrying capacity within the altered or relocated portion of said watercourse is maintained. (Prior code § 25.234)

15.40.190 Interpretation and enforcement.

- The floodplain administrator shall make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given reasonable opportunity to appeal the interpretation as provided in Article V herein. The floodplain administrator shall also take action to remedy violations of this chapter as specified in Section 15.40.080 herein. (Prior code § 25.235)

15.40.200 Hazard mitigation plan.

- The floodplain administrator shall review all proposals for new development and shall weigh all requests for future floodplain development against the city's most recent adopted general plan. Consideration of the following elements are required before approval:
 - A. — Determination of whether or not a proposed development is in or affects a known floodplain;
 - B. — Inform the public of the proposed activity by at least one public notice in the local newspaper and posting of a minimum of three notices within three hundred (300) feet of the project site;
 - C. — Determine if there is a practicable alternative or site for the proposed activity;
 - D. — Identify impact of the activity on the floodplain;
 - E. — Provide a plan to mitigate the impact of the activity to comply with provisions in Section 15.40.150(D). (Prior code § 25.237)

15.40.210 Elevation certificates.

- Property owners shall submit to the floodplain administrator a copy of any elevation certificate completed for their property for banking or flood insurance purposes when their property is in a flood hazard area even if the elevation certificate is not required as part of a floodplain development permit. (Prior code § 25.238)

Article III. Provisions for Flood Hazard Reduction

15.40.220 Standards of construction.

— In all areas of special flood hazards, the standards as set out in this article are required. (Prior code § 25.240)

15.40.230 Anchoring:

— A. — All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

— B. — All manufactured homes shall meet the anchoring standards of Section 15.40.290. (Prior code § 25.241)

15.40.240 Construction materials and methods:

— All new construction, minor improvements, and substantial improvements shall be constructed:

— A. — With materials and utility equipment resistant to flood damage below the base flood elevation. Materials and utility equipment shall be considered resistant to flood damage if listed as an acceptable class in the most current edition of FEMA's Technical Bulletin 2-93, #F1A TB-2, Flood Resistant Materials Requirement, or as determined by the floodplain administrator;

— B. — Using methods and practices that minimize flood damage;

— C. — With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and if

— D. — Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures. (Prior code § 25.242)

15.40.250 Elevation and floodproofing:

— A. — Residential construction, new or substantial improvement, shall have the lowest floor, including basement:

— 1. — In an AO Zone, elevated above the highest adjacent grade to a height at least one foot above the depth number specified in feet on the Flood Insurance Rate Map (FIRM), or elevated at least three feet above the highest adjacent grade if no depth number is specified;

— 2. — In an A Zone, elevated at least one foot above the base flood elevation, as determined by the floodplain administrator;

— 3. — In all other zones, elevated at least one foot above the base flood elevation.

— Upon completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor. Certificates shall be submitted to the floodplain administrator within seven days after completion of the lowest floor, not including finish flooring materials. The floodplain administrator shall verify the lowest floor is properly elevated.

— B. — New and substantially improved nonresidential structures shall either be elevated to conform with subsection A of this section, or together with attendant utility and sanitary facilities:

— 1. — Be floodproofed below the elevation required under subsection A of this section so that the structure is watertight with walls substantially impermeable to the passage of water;

— 2. — Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

— 3. — Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the floodplain administrator and verified that requirements of this chapter are met prior to issuance of an occupancy permit.

— C. — All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet or exceed the following minimum criteria:

— 1. — Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

— 2. — Be certified by a registered professional engineer or architect prior to issuance of a development permit.

— D. — Manufactured homes shall also meet the standards in Section 15.40.290.

— E. — Failure to submit required certifications shall be cause to withhold a development permit and/or shall be cause to issue a stop work order for the project.

— F. — If fill is used to elevate a structure above the base flood elevation, the permit holder may wish to apply for a Letter of Map Revision Based on Fill (LOMR-F), as set forth in Sections 15.40.360 and 15.40.370 of this chapter.

— G. — The city recommends lowest floor certifications be obtained prior to completion of the foundation when the forms are in place. (Prior code § 25.243)

15.40.260 Standards for storage of materials and equipment.

— A. — The storage or processing of materials that are, in the time of flooding, buoyant, flammable, explosive, or could be injurious to human, animal, or plant life, is prohibited below the base flood elevation.

— B. — Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning. (Prior code § 25.260)

15.40.270 Standards for utilities.

— A. — All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from systems into floodwaters.

— B. — On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. (Prior code § 25.270)

15.40.280 Standards for subdivisions.

— A. — All preliminary subdivision proposals shall identify the flood hazard area and the elevation of the base flood.

— B. — All subdivision improvement plans shall provide the elevation of proposed structure(s), pads, and adjacent grade. The lowest floor and final pad elevations shall be certified by a registered professional

engineer or surveyor, provided to the floodplain administrator and verified by the floodplain administrator to comply with this chapter, prior to issuance of an occupancy permit.

— C. — All subdivision proposals shall be consistent with the need to minimize flood damage.

— D. — All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

— E. — All subdivisions shall provide adequate drainage to reduce exposure to flood hazards. (Prior code § 25.275)

15.40.290 Standards for manufactured homes:

— A. — All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, and AE on the Flood Insurance Rate Maps described in Section 15.40.070 of this chapter, on sites located:

— 1. — Outside of a manufactured home park or subdivision;

— 2. — In a new manufactured home park or subdivision;

— 3. — In an expansion to an existing manufactured home park or subdivision; or

— 4. — In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred “substantial damage” as the result of a flood,

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least one foot above the base flood elevation and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

— B. — All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the Flood Insurance Rate Maps described in Section 15.40.070 of this chapter, that are not subject to the provisions of subsection A of this section will be elevated so that either the:

— 1. — Lowest floor of the manufactured home is at least one foot above the base flood elevation; or

— 2. — Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(Prior code § 25.280)

15.40.300 Standards for recreational vehicles:

— All recreational vehicles on sites within Zones A1-30, AH, and AE on the Flood Insurance Rate Maps described in Section 15.40.070 of this chapter will either:

— A. — Be on the site for fewer than one hundred eighty (180) consecutive days;

— B. — Be fully licensed and ready for highway use—a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

— C. — Meet the permit requirements of Article II of this chapter and the elevation and anchoring requirements for manufactured homes in Section 15.40.290(A). (Prior code § 25.282)

15.40.310 Maintenance of flood protection measures:

— The maintenance of any and all flood protection measures (levees, dikes, dams, or reservoirs) is required of the jurisdiction agency, or other entity to whom such measures provide protection. If these measures are privately owned, an operation or maintenance plan is required of the owner. The city shall acknowledge all maintenance plans by the adoption of such plans by ordinance. (Prior code § 25.285)

15.40.320 Floodways.

— Located within areas of special flood hazard established in Section 15.40.070, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

— A. — Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

— B. — If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all other applicable flood hazard reduction provisions to Article III of this chapter. (Prior code § 25.290)

Article IV. Variance Procedures

15.40.33240 Nature of variances.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the City of Susanville to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

15.40.250 CONDITIONS FOR VARIANCES.

- A.** Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of **Sections 15.40.140(270) & 15.40.180 through 220** of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

- B.** Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 15.40.050 of this ordinance) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C.** Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D.** Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the City of Susanville need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the City of Susanville believes will both provide relief and preserve the integrity of the local ordinance.
- E.** Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
 2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Lassen County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- F.** The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

15.40.260 APPEAL BOARD.

- A.** The City Council shall hear and decide appeals and requests for variances from the requirements of this chapter. The application forms and fees shall be the same as required for zoning variances.
- B.** In passing upon requests for variances, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the:
1. Danger that materials may be swept onto other lands to the injury of others;
 2. Danger of life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

C. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;
2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and
3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

D. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of **Sections 15.40.260(a)-(d) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.**

E. Upon consideration of the factors of **Section 15.40.250(a) and the purposes of this ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.**

15.40.270 MAINTENANCE OF FLOOD PROTECTION MEASURES.

The maintenance of any and all flood protection measures (levees, dikes, dams, or reservoirs) is required of the jurisdiction agency, or other entity to whom such measures provide protection. If these measures are privately owned, an operation or maintenance plan is required of the owner. The city shall acknowledge all maintenance plans by the adoption of such plans by ordinance.

Article V. Amendments and Revisions to National Flood Insurance Program Maps

15.40.280 AMENDMENTS AND REVISIONS TO NFIP MAPS.

- A.** The four methods listed in Section 15.40.290 may be used to request FEMA exempt a single structure from the purchase of flood insurance. All four of these methods shall be applied for by the individual property owner or his representative.
- B.** The three methods listed in Section 15.40.300 may be used to request revisions to effective Flood Insurance Studies. All three of these methods require that the city is aware of the impacts of the request, and notifies impacted property owners, when required.
- C.** All seven methods must be applied for in accordance with FEMA requirements. All costs incurred must be paid by the property owner or his representative. Copies of all certification and application forms submitted to FEMA shall also be submitted to the floodplain administrator at the time of application.
- D.** Copies of all notifications either granting or denying requests for exemptions from the purchase of flood insurance, or requests to revise Flood Insurance Studies shall be submitted to the floodplain administrator with fifteen (15) days of receipt by the property owner or his representative.

15.40.290 SINGLE STRUCTURE EXEMPTIONS.

Application for one of the following may be used to request FEMA exempt a single structure from the purchase of flood insurance.

- A.** Letter of Map Amendment (LOMA). A letter from FEMA stating that an existing structure or parcel of land that has not been elevated by fill would not be inundated by the one hundred (100) year flood;
- B.** Conditional Letter of Map Amendment (CLOMA). A letter from FEMA stating that a proposed structure that is not to be elevated by fill would not be inundated by the one hundred (100) year flood if built as proposed;
- C.** Letter of Map Revision Based on Fill (LOMR-F). A letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the one hundred (100) year; or

- D. Conditional Letter of Map Revision Based on Fill (CLOMR-F). A letter from FEMA stating that a parcel of land or proposed structure that is to be elevated by fill would not be inundated by the one hundred

15.40.300 REVISIONS TO EFFECTIVE FLOOD INSURANCE STUDIES.

Application for one of the following may be used to request revisions to effective Flood Insurance Studies:

- A. Conditional Letter of Map Revision (CLOMR). A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision (LOMR or PMR), or proposed hydrology changes.
- B. Letter of Map Revision (LOMR). A letter from FEMA officially revising the current NFIP map to show changes to floodplains, floodways, or flood elevations. LOMRs typically depict decreased flood hazards.
- C. Physical Map Revision (PMR). A reprinted NFIP map incorporating changes to floodplains, floodways, of flood elevations. Because of the time and cost involved to change, reprint, and redistribute an NFIP map, a PMR is usually processed when a revision reflects increased flood hazards or large-scope changes.

A.— The variance criteria set forth in this section of this chapter are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

— B.— It is the duty of the city council to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Prior code § 25.300)

15.40.340 Appeal board.

— A.— The city council shall hear and decide appeals and requests for variances from the requirements of this chapter.

— B.— Those aggrieved by the decision of the city council or any taxpayer, may appeal such decision to the appropriate court as provided by state law.

~~— C. — In passing upon such applications, the city council shall consider all technical evaluations, all relevant factors, standards, etc., specified in other sections of this chapter, and the:~~

~~— 1. — Danger that materials may be swept onto other lands to the injury of others;~~

~~— 2. — Danger to life and property due to flooding or erosion damage;~~

~~— 3. — Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;~~

~~— 4. — Importance of the services provided by the proposed facility to the community;~~

~~— 5. — Necessity to the facility of a waterfront location where applicable;~~

~~— 6. — Availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;~~

~~— 7. — Compatibility of the proposed use with existing and anticipated development;~~

~~— 8. — Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;~~

~~— 9. — Safety of access to the property in time of flood for ordinary and emergency vehicles;~~

~~— 10. — Expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and~~

~~— 11. — Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.~~

~~— D. — Any applicant to whom a variance is granted shall be given written notice by the floodplain administrator that:~~

~~— 1. — The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage; and~~

~~— 2. — Such construction below the base flood level increases risks to life and property.~~

~~The floodplain administrator shall sign the notice and cause a copy of the notice to be recorded in the office of the Lassen County recorder. It shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.~~

~~— E. — Upon consideration of the factors of subsection C of this section and the purpose of this chapter, the city council may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter. (Prior code § 25.301)~~

15.40.350 Conditions for variances.

~~— A. — Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Articles II and III of this chapter have been fully considered. As the lot size increases beyond the one half acre, the technical justification required for issuing a variance increases.~~

~~— B. — Variances may be issued for the repair or rehabilitation of a historic structure (as defined in Article I of this chapter) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure.~~

~~— C. — Variances shall not be issued within any designated mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.~~

—D.— Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard to afford relief. “Minimum necessary” means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the city council need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the city council believes will both provide relief and preserve the integrity of this chapter.

—E.— Variances shall only be issued upon:

—1.— A showing of good and sufficient cause such as renovation, rehabilitation, or reconstruction. Variances issued for economic considerations, aesthetics, or because variances have been used in the past, are not good and sufficient cause;

—2.— A determination that failure to grant the variance would result in exceptional “hardship” as defined in Article I of this chapter to the applicant; and

—3.— A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances (as defined in Article I of this chapter; see “Public safety or nuisance”), cause fraud on or victimization (as defined in Article I of this chapter), to the public, or conflict with existing local laws or ordinances.

—F.— Variances may be issued for new construction and substantial improvements and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections A through E of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety nor create a public nuisance. (Prior code § 25.310)

Article V. Amendments and Revisions to National Flood Insurance Program Maps

15.40.360 Amendments and revisions to NFIP maps.

—A.— The four methods listed in Section 15.40.370 may be used to request FEMA exempt a single structure from the purchase of flood insurance. All four of these methods shall be applied for by the individual property owner or his representative.

—B.— The three methods listed in Section 15.40.380 may be used to request revisions to effective Flood Insurance Studies. All three of these methods require that the city is aware of the impacts of the request, and notifies impacted property owners, when required.

—C.— All seven methods must be applied for in accordance with FEMA requirements. All costs incurred must be paid by the property owner or his representative. Copies of all certification and application forms submitted to FEMA shall also be submitted to the floodplain administrator at the time of application.

—D.— Copies of all notifications either granting or denying requests for exemptions from the purchase of flood insurance, or requests to revise Flood Insurance Studies shall be submitted to the floodplain administrator with fifteen (15) days of receipt by the property owner or his representative. (Prior code § 25.320)

15.40.370 Single structure exemptions.

— Application for one of the following may be used to request FEMA exempt a single structure from the purchase of flood insurance:

- A. — Letter of Map Amendment (LOMA). A letter from FEMA stating that an existing structure or parcel of land that has not been elevated by fill would not be inundated by the one hundred (100) year flood;
- B. — Conditional Letter of Map Amendment (CLOMA). A letter from FEMA stating that a proposed structure that is not to be elevated by fill would not be inundated by the one hundred (100) year flood if built as proposed;
- C. — Letter of Map Revision Based on Fill (LOMR-F). A letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the one hundred (100) year flood; or
- D. — Conditional Letter of Map Revision Based on Fill (CLOMR-F). A letter from FEMA stating that a parcel of land or proposed structure that is to be elevated by fill would not be inundated by the one hundred (100) year flood if fill is placed on the parcel as proposed or the structure is built as proposed. (Prior code § 25.321)

15.40.380 Revisions to effective Flood Insurance Studies.

— Application for one of the following may be used to request revisions to effective Flood Insurance Studies:

- A. — Conditional Letter of Map Revision (CLOMR). A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision (LOMR or PMR), or proposed hydrology changes. (See 44 CFR Ch. 1, Parts 60, 65, and 72).
- B. — Letter of Map Revision (LOMR). A letter from FEMA officially revising the current NFIP map to show changes to floodplains, floodways, or flood elevations. LOMRs typically depict decreased flood hazards. (See 44 CFR Ch. 1, Parts 60 and 65).
- C. — Physical Map Revision (PMR). A reprinted NFIP map incorporating changes to floodplains, floodways, or flood elevations. Because of the time and cost involved to change, reprint, and redistribute an NFIP map, a PMR is usually processed when a revision reflects increased flood hazards or large scope changes. (See 44 CFR Ch. 1, Parts 60 and 65). (Prior code § 25.322)

Gwenna MacDonald

From: Jared Hancock
Sent: Thursday, January 24, 2013 11:41 AM
To: Gwenna MacDonald
Subject: feb 6 agenda

FEMA ordinance

Jared G. Hancock
City Administrator

530) 252-5114
City of Susanville
66 North Lassen Street
Susanville, CA 96130-3904

***** This communication is for discussion purposes only and does not create any obligation to negotiate or enter into a binding agreement.***

This communication is intended only for the exclusive use of the addressee and may contain information that is privileged or confidential. If you are not the addressee, or someone responsible for delivering this document to the addressee, you may not read, copy or distribute it. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please call sender promptly and securely dispose of it. Thank you.

Reviewed by:  City Administrator
 Finance Director
 City Attorney

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

Submitted By: Jared G. Hancock, City Administrator

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Request for Proposals for City Auditing Services

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: Each year the City is required to have an audit of its financial statements performed by an independent auditing firm. Staff has prepared a Request for Proposals (RFP) to be sent to the attached list of auditing firms. The RFP outlines the scope of work to be performed, the proposal process, calendar and requirements. The proposal deadline is March 11th, with interviews of the selected firms tentatively scheduled for the week of March 25th. Staff anticipates bringing the name of the selected firm to the Council at the April 3rd meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Receive the RFP for City of Susanville Auditing Services.

ATTACHMENTS: City of Susanville Auditing Services RFP
Auditor List for Auditing RFP



CITY OF SUSANVILLE

REQUEST FOR PROPOSALS FOR
CITY OF SUSANVILLE AUDITING SERVICES

Proposal Release Date

February 11, 2013

Proposal Submittal Due Date

March 11, 2013

CITY OF SUSANVILLE, CALIFORNIA REQUEST FOR PROPOSAL FOR AUDIT SERVICES

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PART 1 – AUDIT SPECIFICATIONS

I. INTRODUCTION

The City of Susanville (hereinafter referred to as “the City”) is requesting proposals from qualified firms of certified public accountants for a one-year contract to audit its financial statements for the fiscal year ending June 30, 2013. The Firm will be asked to audit the City’s Comprehensive Annual Financial Statements (hereinafter referred to as “the CAFR”) and complete a Single Audit report if expenditure criteria are met. At the option of the City, the audit engagement may be extended for two subsequent fiscal years by written amendment. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office’s (GAO) *Standards for Audit of Governmental Organizations, Programs, Activities, and Functions*, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments* and Governmental Accounting Standards Board (GASB) Pronouncements.

During the evaluation process, the City reserves the right, where it may serve the City of Susanville’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Susanville and the firm selected.

To be considered, one (1) original and four (4) hard copies of the proposal along with one (1) electronic copy provided on CD must be received at the Office of the City Administrator, 66 North Lassen Street, City of Susanville, CA 96130 **no later than 3:00 pm March 11, 2013**. It is anticipated that the selected firm will be notified no later than the week of April 1, 2013. Failure to provide the required number of copies may render your proposal as non-compliant.

A copy of this request for proposal and the City’s most recent Comprehensive Annual Financial Report (CAFR) can be found on the City’s website www.cityofsusanville.org. All inquiries relating to this Request for Proposal should be submitted to:

Jared G. Hancock, City Administrator
City of Susanville
66 North Lassen Street
Susanville, CA 96130
(530) 252-5114
jhancock@cityofsusanville.org

II. DESCRIPTION OF THE CITY

The City of Susanville was incorporated in 1900 as a general law city and operates under a City Council/City Administrator form of government. It is governed by an elected five-member council with each member also serving as a member of the governing board for its component unit, the Susanville Redevelopment Agency (RDA). The City is located in Lassen County in the Northeast portion of the State of California, and is approximately 80 miles Northwest of Reno, Nevada. The City serves as the county seat and is the only incorporated city within Lassen County. The City encompasses approximately 3.5 square miles with a population of 16,794 (includes two prisons) based on the January 1, 2012 State of California Department of Finance estimate.

The City's fund structure includes: General Fund (1), Special Revenue Funds (16), Debt Service Funds (2), Capital Projects Funds (3), Proprietary Funds - Enterprise (5) and Internal Service (3), and Agency Funds (4).

The estimated budget for FY 2012-2013 is \$14.5 million. The budget of the General Fund is \$4.5 million.

The City's financial statements are prepared in conformance with GASB 34 and have been audited by *Moss, Levy and Harzheim LLP, Certified Public Accountants* for the last 8 years.

The City uses Caselle financial software for general ledger, budget, accounts payable, payroll and accounts receivable.

III. SCOPE OF WORK TO BE PERFORMED

A. Services to be performed by Auditors.

1. In general, the auditors will perform a financial and compliance audit to determine (a) whether the combined financial statements of the City fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the City has complied with laws and regulations that may have a material effect upon the financial statements.
2. The auditors will examine the City's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the City Administrator. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate to the City Administrator any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.

3. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Administrator.
4. Auditors shall include all funds of the City and any component unit(s).
5. Auditors shall submit a report of their examination of the component units' financial statements for each such fiscal year, which shall include such component unit, general purpose and supplementary financial statements, notes to the financial statements and an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles, applicable to the various funds or state the reasons for any exceptions to said principles.
6. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996 and in generally accepted auditing standards as well as generally accepted governmental auditing standards.
7. Auditors shall submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to, a) improvement in systems of internal control, b) improvement in accounting system, c) apparent noncompliance with laws, rules, and regulations, and d) any other material matter coming to the attention of the firm during the conduct of the examination.

B. Timeline Requirements

1. Auditors shall schedule with the City Administrator for the Fiscal Year 2012-2013 Audit.
2. All City books must be closed and ready for audit by the mutually agreed upon start date. City staff shall prepare detailed lead sheets and account reconciliations for the auditors.
3. Field work shall be completed no later than September 30, 2013 and a draft CAFR, presented according to the timetable listed under "Specific Deliverables to the City of Susanville" shall be prepared and delivered to the City Administrator.
4. The Entrance Conference, Progress Reporting, and Exit Conference should be held within the time frames indicated on the schedule shown below:

i.	Entrance Conference with City Administrator, key Finance Division staff and Audit Committee to discuss work to be performed, establish overall liaison for audit and arrangements for space and other needs of the auditor	Prior to start of audit field work
ii.	Progress conference with City Administrator and key Finance Division staff to discuss the year-end work to be performed	Midway through audit field work
iii.	Exit conference with City Administrator, key Finance Division staff and Audit Committee to summarize the results of the field work and to review significant findings	At the conclusion of the year-end audit field work

C. Reporting and Communication

1. The auditors will meet continuously during the on-site field work process with the City Administrator to discuss preliminary audit findings and management recommendations.
2. Prior to issuing their final reports, the auditors will meet with the City Administrator with all audit reports to be addressed to the City Council.
3. The auditors may be consulted occasionally throughout the year as an information resource. Auditors may be asked to provide guidance on implementation of Government Account Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. In addition, the auditors may be asked to assist with the implementation of new pronouncements (e.g. GASB 54, GASB 57).

D. Other Considerations

1. All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Susanville of the need to extend the retention period.
2. The auditors will be required to make working papers available upon request to the appropriate parties. In addition, the firm shall respond to the reasonable inquiries of success auditors and allow review of working papers relating to matters of continuing accounting significance.
3. Throughout the year, the auditor will provide financial advice and counsel on matters occurring that would affect the annual report.
4. The audit partner/manager may be required to attend a City Council meeting to explain or clarify financial statements or accounting requirements.

E. **Specific Deliverables to the City of Susanville**

Reports	Due Date	Qty.
Audit of the general purpose financial statements and draft of the CAFR	No later than November 4, 2013	1 Electronic
Final CAFR document	No later than December 9, 2013	1 Electronic 15 Bound
Single Audit Report	No later than January 6, 2014	1 Electronic 7 Bound
Management Report	No later than December 9, 2013	1 Electronic 7 Bound

IV. **CITY RESPONSIBILITIES**

A. **Finance Division**

1. Finance Division staff will prepare the final closing of the books including any auditor adjusting entries or changes to the financial statements as well as providing balance sheets for all funds and groups, statements of revenue and expenditures for all funds including detailed subsidiary ledgers.
2. Finance Division staff will produce the transmittal letter, MD & A and statistical section to be included in the CAFR and the color cover for the document.
3. Finance Division staff will produce the confirmation letters that are mailed by the auditors.
4. Finance Division staff will be available to assist the auditors in locating records or preparing audit schedules. All requests from the auditors will be directed to the City Administrator.
5. Finance Division staff will provide the auditors with reasonable workspace to include desks and chairs as well as access to telephones, facsimile machines, and photocopying machines.

B. **Report Preparation**

1. The auditors will prepare a draft copy of the CAFR for review.
2. Final preparation and printing of the CAFR will be the responsibility of the auditors.
3. Preparation, editing, and printing of all other reports as indicated in Part I, Section III (E) Specific Deliverables to the City of Susanville, will be the responsibility of the auditors.
4. Finance Division staff will produce the confirmation letters that are mailed by the auditors.

V. BASIS FOR COMPENSATION

- A. The City will pay the auditors for the services described in Part I, Section III (Scope of Work to be Performed) that do not exceed the amount contained within a signed agreement between the City and the Audit Firm. For additional services required after the inception of the agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the auditor's quoted hourly rates.
- B. The City shall receive all final opinions and reports for the City of Susanville financial statements no later than the December 9 of each year as outlined in Section III (E) "Specific Deliverables to the City of Susanville" barring any unforeseen City delays. If delay of deliverables is a result of the audit firm/consultant, a 1% reduction in fees for every day beyond the applicable deadline shall be taken. Final reports for Grants and Agency programs shall be completed in time to meet required submission dates.

VI. ADDITIONAL PROVISIONS

- A. Upon notice of intent to award contract, the successful contractor shall enter into a Consulting Services Agreement with the City of Susanville.
- B. No officer, agent, or employee of the City and no member of its governing bodies shall have any financial interest, direct or indirect, in this agreement or the proceeds thereof. No officer, agent, or employee of the auditors shall serve on a City committee or hold any such position which is incompatible with such person's duties or obligations or other relationship to this agreement.
- C. Time is of the essence in each and all provisions of this agreement.
- D. Pursuant to the Single Audit Act of 1984, as amended in 1996, any state or federal agency shall have access to the auditor's work papers for purposes of review. All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Susanville of the need to extend the retention period. The auditors shall make their working papers available to successors. The auditor will also be required to make working papers available, upon request, to the following parties or their designees:
1. City of Susanville
 2. Department of Housing and Urban Development
 3. U.S. General Accounting Office (GAO)
 4. Parties designated by the federal or state governments or by the City of Susanville as part of an audit quality review process.
 5. Auditor of entities of which the City of Susanville is a sub-recipient of grant funds.

6. Auditor of entities of which the City of Susanville is a component unit.

In addition, the audit firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

VII. SPECIAL TERMS AND CONDITIONS

- A. Invoices received from the vendor will be processed no sooner than thirty (30) days from receipt.
- B. The City is not liable for any pre-contractual expenses incurred by any bidder. In addition, no bidder shall include any such expenses as part of the price proposed to conduct the operation.
- C. The City reserves the right to withdraw the RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any bidder responding to this RFP. The City expressly reserves the right to postpone action regarding this RFP for its own convenience and to reject any and all proposals in response to this RFP without indicating reasons for such rejection.
- D. The City is not responsible for oral statements made by any of its employees or agents concerning this RFP. If the bidder requires specific information, the bidder must make the request in writing as instructed in the RFP.
- E. All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that:

“The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof.”

Failure to include such a statement shall constitute waiver of the responder’s right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.
- F. The individual(s) preparing and submitting the proposal must state they possess the authority to bind the firm to the terms of the RFP.
- G. All questions regarding this RFP should be made in writing and emailed to: jhancock@cityofsusanville.org

PART 2 – PROPOSAL REQUIREMENTS AND INFORMATION

I. PROPOSAL PROCESS AND CALENDAR

A. Distribution of Proposals

Request for Proposals shall be available on the City of Susanville website, www.cityofsusanville.org on February 11, 2013.

B. Proposal Submission

Proposals for the City of Susanville audit must be received **no later than 3:00 pm March 11, 2013**. Proposals submitted via facsimile or by electronic mail will not be accepted. A total of one (1) original, four (4) copies, and one (1) electronic copy provided on CD must be submitted to the following:

City of Susanville
Jared G. Hancock, City Administrator
66 North Lassen Street
(530) 252-5104
jhancock@cityofsusanville.org

Proposals must be sealed and show the following information on the outside of the package in the lower left corner: audit firm's name, address, and RFP Title. Late or incomplete proposals will not be considered.

C. Proposal Review and Notification

The City Administrator and a selection panel will review and evaluate each proposal submitted. It is anticipated that the proposal review process will be completed the week of March 11, 2013. Written notification will be sent only to those firms that were selected for an interview.

D. Interviews

The City will schedule interviews with the finalists by the week of March 18, 2013. Firms selected for interviews are requested to prepare a short presentation for the committee.

E. Final Selection and Notification

The City anticipates sending written notification of status to the finalists by the week of April 1, 2013.

F. Important Dates to Remember

February 11, 2013	RFP Available
March 11, 2013	Deadline for Proposal Submittal
March 25, 2013 (tentative)	Interviews with Finalists
April 1, 2013 (tentative)	Selection Notification
April 3, 2013 (tentative)	Report to City Council
After June 1, 2013 but not later than September 30, 2013	Commence Field Work

PROPOSAL REQUIREMENTS

A. Independence

The audit firm should provide an affirmative statement that it is independent of the City of Susanville as defined by generally accepted auditing standards. Moreover, the firm must have no conflict of interest with regard to any other work performed for the entity being audited. It is understood that the services performed by the auditors are in the capacity of independent contractors and not as an officer, agent, or employee of the City of Susanville.

B. License to Practice in California

The audit firm should provide an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in California.

C. Firm Qualifications and Experience

1. The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so employed on a part-time basis. Please indicate whether any members of the audit team assigned to the City are reviewers in the California Society of Municipal Finance Officers Certificate of Achievement for Excellence in Financial Reporting program.
2. The audit firm shall submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
3. The audit firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the audit firm shall provide information on the circumstances and status of any disciplinary action taken or pending

against the firm during the past three (3) years with state regulatory bodies or professional organizations.

4. For the audit firm's office assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. The audit firm shall state experience with clients issuing Financial Statements under GASB 34. Indicate the scope of work, date engagement partners, total hours, and the name and telephone number of the principal client contact.

D. Partner, Supervisory, and Staff Qualifications and Experience

The audit firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in California. The audit firm should also provide information on the governmental auditing experience, including the scope of audit services requested by the City, of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The audit firm should provide as much information as possible, including resumes, regarding the number, qualifications, experience and training of the specific staff to be assigned to this agreement. The audit firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Susanville. However, in either case, the City of Susanville reserves the right to approve or reject replacements. This shall also apply to consultants and firm specialists mentioned in response to this request for proposal.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

E. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Part I, Section III of this request for proposal.

F. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems and the adoption of new laws or accounting audit principles that might effect the audit and the firm's approach to addressing these problems and any special assistance that will be requested from the City of Susanville.

G. Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

H. Rates by Partner, Supervisor, and Staff Level Times Hours Anticipated for Each

The proposal should include a schedule of professional fees and expenses, as presented in the format shown in Appendix A, which supports the total all-inclusive maximum price in the format shown in Appendix B.

I. Ownership of City-Related Documents

All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the City of Susanville. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City of Susanville City Administrator.

J. Acceptance of Proposal Contents

After an audit firm is selected by the City, the contents of the submitted proposal shall become a contractual obligation. The successful proposer will be required to execute a standard consultant agreement with the City as exemplified in Appendix C. Failure of the audit firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts that do not meet with the approval of the City.

K. Acceptance or Rejection and Negotiation of Proposals

The City reserves the right to reject any or all proposals, to waive non-material irregularities or information in the request for proposal, and to accept or reject any item or combination of items. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in

connection with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to the execution of the contract(s), with no penalty to the City of Susanville. In addition, if the City elects to reject all of the proposals, it reserves the right to select one at random to negotiate a contract for services. All requests for proposals received by the City will remain open, valid and subject to acceptance for a period of six months.

III. EVALUATION PROCESS

The proposals for the City's audit will be evaluated by a committee selected by the City Administrator. Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation process to determine qualifications of the audit firm. The City will schedule a time and location in the City of Susanville for each oral presentation that it requests. Should a proposer refuse to honor the request for an oral presentation or interview, it may result in the rejection of the proposal by the City. Evaluation considerations will include the following:

- A. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
- B. Cost. Although a significant factor, cost will not be the primary factor in the selection of an audit firm.
- C. Auditors' experience in conducting audits of cities of similar nature, size, and complexity, and the auditors' commitment to maintaining technical expertise in the municipal financial environment.
- D. Technical experience and professional qualifications of the audit team. The number of key and supervisory personnel who will directly participate in the audit will be a consideration.
- E. Size and structure of the firm's office from which the audit work is to be done. The City is looking for a highly qualified team that is able to meet the due dates specified in this document, and it expects that same team (wherever possible) to complete any successive year's engagements.
- F. Auditors' experience in complying with applicable federal and state regulations relating to non-discrimination of an affirmative action program for equal employment opportunity.
- G. Ability of the firm in providing optional services such as special studies, system review and other services. Examples of such services performed for other client cities will be helpful.

2. Identify the supervisors and consultants who will work on the audit and include resumes of each person so identified.
3. Identify any members of the audit team who are certified CAFR reviewers in the GFOA or California Society of Municipal Finance Officers (CSMFO) Certificate of Excellence in Financial Reporting programs.

E. Audit Scope and Provisions

Describe the scope of the required services to be provided and outline a plan on how such services will be provided. Please include depth of work, staffing, and time estimates. Proposers should list all reports including management letters that are to be issued, the points to be addressed by reports, and the estimated completion dates.

F. Cost Data

Indicate the total hours and hourly rates by staff classification and the resulting all-inclusive maximum fee (not to exceed total) for which the requested work will be done for each of the specific deliverables identified in this Request for Proposal. Fees must include all anticipated costs including travel, per diem, and out-of-pocket expenses.

G. Additional Data

Data not specifically requested should not appear in the foregoing sections, but any additional information considered essential to the proposal may be presented at this section.

APPENDIX A

Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price				
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	_____	\$ _____	\$ _____	\$ _____
Manager	_____	\$ _____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____	\$ _____
Other (Specify)	_____	\$ _____	\$ _____	\$ _____
Sub-Total				\$ _____
Out-of-Pocket Expenses				\$ _____
Total				\$ _____

APPENDIX B

All-Inclusive Maximum Price by Report	Optional Years		
	FY 2012-13	FY 2013-14	FY 2014-15
City	_____ \$	_____ \$	_____ \$
Single Audit	_____ \$	_____ \$	_____ \$
Total	===== \$	===== \$	===== \$

APPENDIX C

SAMPLE

AGREEMENT FOR AUDITING SERVICES BETWEEN THE CITY OF SUSANVILLE AND [NAME OF CONSULTANT]

THIS CONSULTANT SERVICES AGREEMENT is made and effective as of, 201X between the City of Susanville, a municipal corporation ("City") and Corporation. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on, 201X, and shall remain in effect for one year with a renewal option for two additional years, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in the Request for Proposal, attached hereto and incorporated herein as though set forth in full as part of its services. Consultant may be asked to provide additional services if necessary during the term of this Agreement.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**

(a) The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Appendix B in the Request for Proposal, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the tasks outlined in the RFP, attached hereto and incorporated herein by this reference. This amount shall not exceed dollars \$..... for the services of this Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Administrator. Consultant shall be compensated for any additional services in the

amounts and in the manner as agreed to by the City Administrator and at the time the City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices for actual services performed. Payment shall be made no sooner than thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

6. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Administrator determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant.

8. **INDEMNIFICATION**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

9. **INSURANCE**

A) Consultant shall maintain in-force: Public Liability and Professional Liability Insurance. During the term of this Agreement, Consultant shall maintain in full force and affect a policy of public liability insurance with minimum coverage of \$1,000,000 in accordance with the requirements provided by CITY to Consultant. Consultant shall also maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of liability of \$1,000,000 combined single limit coverage against an injury, death, loss or damages because of wrongful or negligent acts or omissions by the named insured.

B) Contractor shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this

coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.

- C) Certificates of Insurance. Contractor shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, employees, and agents shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice to City; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Susanville in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial incentive. No officer or employee of the City of Susanville will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

16. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement including a city business license as required by City of Susanville Municipal Code.

17. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Susanville.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SUSANVILLE:

CONSULTANT

Rod E. De Boer
Mayor
City of Susanville

By: _____

Title: President/Partner

APPROVED AS TO FORM:

ATTEST:

Peter Talia
City Attorney
City of Susanville

Gwenna MacDonald
City Clerk
City of Susanville

<u>Company</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Capital Accounting Partners	Nicolie Cass	nicky@capitalaccountingpartners.com	916-670-0001	3570 Buena Vista Drive	Sacramento	CA	95864
Charles Z. Fedak & Co. CPA's	Paul Kaymark	paul@czfcpa.com	714-527-1818	6081 Orange Ave., 2nd Floor	Cypress	CA	90630
Christy White Accountancy Corporation	Christy White	cshite@cwacpa.com	619-270-8222	2727 Camino Del Rio South, Suite 219	San Diego	CA	92108
Eadie & Payne LLC, CPA's	Eden Casareno	ecasareno@eadiepaynellp.com	909-793-2406	PO Box 1008	Redlands	CA	92373
Haws, Theobald & Auman	Clay Singleton	hita@htacpa.com	530-257-1040	1740 Main Street	Susanville	CA	96130
Kevin W. Harper CPA & Assoc	Kevin Harper	kharper@kevinharpercpa.com	510-324-1022	88 Howard Street, Suite 909	San Francisco	CA	94105
Lance, Soll, Lunghard, CPA's LLP	Bryan Gruber	bryan.gruber@slcpas.com	714-672-0022	202 N Brea Blvd, Suite 203	Brea	CA	92821
Lopez & Co. LLP	Rich Kikuchi	richard.kikuchi@slcpas.com	714-672-0022	202 N Brea Blvd, Suite 203	Brea	CA	92821
Macias, Gini & O'Connell LLP	Tess Venegas	tvenegas@lopezllp.com	626-583-1116	3452 E. Foothill Blvd, Suite 820	Pasadena	CA	91107
Mann, Urrutia, Nelson CPA's	Cynthia Pon	cpon@mgocpa.com	925-395-2803	2121 N California Blvd, Suite 750	Walnut Creek	CA	94596
Mayer, Hoffmann, McCann P.C.	Michelle Nelson	mnon@muncpas.com	916-929-0540	2515 Venture Oaks Way, Suite 135	Sacramento	CA	95833
Maze & Associates	Ken Al-Iman	Kkalimam@cbiz.com	949-474-2020	2301 Dupont Drive, Suite 200	Irvine	CA	92612
Moreland & Associates	Cory Biggs	coryb@mazeassociates.com	925-930-0902	3478 Buskirk Ave, Suite 215	Pleasant Hill	CA	94523
Price, Paige & Company	Michael Moreland	mmoreland@moreland-assoc.com	949-221-0025	1201 Dove St, Suite 680	Newport Beach	CA	92660
Pun & McGeady, LLP	Fausto Hinojosa	fausto@ppcpas.com	559-299-9540	677 Scott Ave	Clovis	CA	93612
Rogers, Anderson, Malody & Scott, LLP	Kenneth Pun	kpun@pm-llp.com	949-777-8800	9 Corporate Park, Suite 130	Irvine	CA	92606
Tahim & Associates	Scott Manno	smanno@ramscpa.net	909-889-0871	290 N D Street, Suite 300	San Bernardino	CA	92401
Teaman, Ramirez & Smith, Inc.	Anne Tahim	atahim@annetahim.com	714-772-4744	2331 W. Lincoln Ave, Suite 300	Anaheim	CA	92801
Thornton & Fathy, LLP	Greg Fankhanel	gfankhanel@trscpas.com	951-274-9500	4201 Brockton Ave, Suite 100	Riverside	CA	92501
Vavrinek, Trine, Day & Co, LLP	Larry Thornton	info@tfc-accounting.com	626-568-8600	150 S. Los Robles Ave, Suite 650	Pasadena	CA	91101
White, Nelson, Diehl, Evans LLP	Roger Alfaro	ralfaro@vtdcpa.com	909-466-4410	2151 River Plaza Drive	Sacramento	CA	95833
	Kevin Pulliam	kpulliam@vtdcpa.com	909-466-4410	2151 River Plaza Drive	Sacramento	CA	95833
	David Showalter	dshowalter@vtdcpa.com	909-466-4410	2151 River Plaza Drive	Sacramento	CA	95833
	Robert Callanan	rcallanan@wndecpa.com	949-399-0600	2875 Michelle Drive, Suite 300	Irvine	CA	92606

AGENDA ITEM NO. 11 A/B

Reviewed by:  City Administrator
Finance Director
 City Attorney

Submitted by: Craig C. Platt, Public Works Director

Action Date: February 06, 2013

SUSANVILLE MUNICIPAL ENERGY CORPORATION

SUBJECT: Susanville Municipal Energy Corporation (SMEC) Annual Report for Fiscal Year 2011-2012

PRESENTED BY: Craig C. Platt, Public Works Director

SUMMARY: Attached is the Susanville Municipal Energy Corporation (SMEC) Annual Report pursuant to the requirements of the City of Susanville ordinances to provide a brief overview of the operation and capital improvement project activities for the City's Water Division, Geothermal Division and Natural Gas Division to SMEC Members.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion accepting the Susanville Municipal Energy Corporation (SMEC) Annual Report for Fiscal Year 2011-2012.

ATTACHMENTS: Annual Report

SUSANVILLE MUNICIPAL ENERGY CORPORATION (SMEC)

CORPORATION MEMBERS

SUSANVILLE CITY COUNCIL

	<u>Expiration Date</u>
Mayor Rodney E. De Boer	June 2014
Mayor Pro Tem Brian Wilson	June 2016
Council Member Lino P. Callegari	June 2016
Council Member Cheryl L. McDonald	June 2014
Council Member Nicholas McBride	June 2016

CITY ADMINISTRATOR - Jared G. Hancock

PUBLIC WORKS DIRECTOR - Craig C. Platt

ARTICLES OF INCORPORATION AND BYLAWS:

Approved November 18, 1981
Revised July 12, 1983
Revised August 21, 1996
Revised March 2010

AGREEMENT TO TRANSFER GEOTHERMAL PROJECTS TO SMEC BY THE CITY:

Approved May 19, 1982
Suspended May 11, 1983

OPENING STATEMENT

The City of Susanville Public Works Department submits a brief overview of the operation and capital improvement project activities for the City's Water, Geothermal and Natural Gas Divisions to the Susanville Municipal Energy Corporation (SMEC) Members for review.

GENERAL

The adopted City Budget for FY 11-12 provided for a continuation of City services and functions that maintain the FY 10-11 level of services.

The most current audited financial information available completed by Moss, Levy and Hartzheim, CPA's, is for FY 10-11. FY 11-12 audit will be available January 2013.

A special operational audit for Natural Gas was performed by Interstate Gas Services Inc. that started in FY 04-05 and is continuing.

WATER DIVISION

The Water Division crew has continued to repair and replace aging water main lines and service lines. The SCADA System has continued to be updated so that all wells, tanks, pressure reducing valves and booster stations communicate electronically 24 hours/7 days a week to keep City crews aware of potential problems.

Cady Springs Water Transmission Pipeline, Storage Tank, Pump House, and Appurtenances Project, Project Number 01-02

Construction for this project began in August 2003. With the completion of the town hill highway project in 2009 the department was able to complete one of the highway crossings and extended the two other casings out of the new asphalt shoulder to provide for easier installation of the new water main.

City crews installed the 12-inch water main road crossing at Rocky Crest Mobile Home Park and extended the two steel casings that cross the State Highway for the Cady Springs Tank and Transmission Line Project.

Water Meter Replacement Program

With the new water replacement funding available the department has started to replace all the twenty year old meters with the new radio read units. The Water Division Meter Readers continue to identify non-functioning or failing water meters and have them replaced when identified.

City crews have replaced the 300 hundred touch pad water meters approved by City Council in April 2009 and have been replacing the 1200 oldest water meter in the system under this replacement program. The first water main and service replacement project should be ready for construction in spring 2012.

The meter department has started phase one and two installing radio read water meters approved by the City Council December 2010 project number 10-502-00 and July 2012 Project number 12-503-00 replacing some 1720 meters and is ongoing.

Water Meter Reading

A meter reading program was implemented in 2004-2005 allowing for a 1% or less reading error rate. The program also requires the meter readers to inspect, maintain, and/or replace defective water meters as they are found.

SCADA Communications

The dedicated phone lines that controlled the City's wells, pressure reducing valves and booster stations have all been converted to a licenced radio system. This conversion has saved over \$14,000.00 annually.

24 Hour/7 Days A Week Customer Service

The City has a 24 hour/7 days a week telephone number (257-7236) to provide immediate response for service calls as well as after hours emergency response. The Water Division crew have many years of experience and training and certifications in water systems management.

July 2005 was the last water rate increase to cover the continuing increases in the costs of maintenance and operations and is reviewed annually.

In June 2008 water fee's were increased to provide revenue specific funding and placed in a special operational fund for the replacement of the aging water system.

The department used two 100 KW power generators it received from the fire and police departments and installed them at Harris Drive Booster Station and Spring Ridge Booster Station and then moved the 200 KW power generator from Harris Drive Booster Station to Well # 3 that now supports the three most important water sources in the City's system during a power outage that will supply all of the City's water customers in an emergency.

City Well #3 broke the main drive shaft in late June and City crews along with Tri County Pumps replaced the main column, bowls and main shaft and then installed a new water pressure probe to monitor the water table and draw down of the well through the City's SCADA system.

City Well #1 has been upgraded with the new Court Building Project with new main from the pump house to Riverside Drive and now will pump to waste before pumping into the City's Water System to flush the well column and eliminate water hammer using new automatic valve controls. All City wells now have this feature.

City Council adopted criteria and construction standards for Geothermal Heat Exchange Wells and Systems within the City of Susanville in 2009.

As of June 30, 2012 the Water Fund as a cash balance of \$4,083,745.48.

NATURAL GAS DIVISION

The Natural Gas Division crew has continued to install new main and service lines to expand service to new customers. A SCADA System has also been updated so that all key systems are monitored and communicate electronically 24 hours/7 days a week to keep City crews aware of potential problems.

Natural Gas Meter Reading Program

The City has moved away from using dial face natural gas meters by replacing them with numeric face natural gas meters which provides for a higher standard of accuracy in reading. A meter reading program was implemented in 2004/2005 that allows for a 1% or less reading error rate. The program also includes that the meter readers are to inspect, maintain, and/or have a work order issued to replace defective gas meters, if found.

Natural Gas System Construction and Maintenance

The City's Natural Gas Division crew works with state of the art equipment for production and safety during the installation and construction of natural gas lines. This equipment includes directional boring and rock wheel trenching equipment. The result is that the City installs natural gas main and service lines more cost effectively and then those savings are passed on to its customers.

24 Hour/7 Days A Week Customer Service

The City Natural Gas Division has a 24 hour/7 days a week telephone number (257-7236) for the customer service program to better serve in-house natural gas needs and to facilitate a smoother conversion process. The Natural Gas Division crew have years of experience and training in safe operations of natural gas to better protect and serve its customers .

In 2005 gas rates were increased to cover the continuing increase in the cost of supplying gas and operating costs. In 2006 Tiered Rates were also approved to residential and commercial customers to offer more competitive rates. In 2008 the volumetric rate was increased to cover the continuing increase in the cost of supplying Natural Gas.

In September 2009 the City Council established a new lower volumetric rate of \$2.20 per therm up to 450 therms per meter cycle and \$2.12 per therm over 450 therms and a new small commercial rate for customers using more than 1,500 therms per year. A new customer welcome rate was also established at a volumetric rate of \$1.95 per therm for 1 year from the time of connection.

In October 2009 the City Council approved the hiring of a new marketing representative to increase the btu load on the system and the position was advertised and filled in June 2010.

Plumas Sierra Rural Electric Cooperative (PSREC) started construction of their power plant at the California Corrections Center and the City's crew updated and installed a high pressure meter run and regulator station to serve their natural gas needs. Resolution No. 90-4483 approving the Natural Gas Transportation Agreement was completed in February 2009. The power plant started producing power in March 2010.

City crews have been updating the gas meter registers to the radio read registers along with the water meter replacement project when the water meters are replaced.

The Natural Gas Enterprise Fund ended the 2010-2011 year with positive cash and had payed back the pooled cash it borrowed over its construction and startup period. The refinancing of the original interest only \$24,000,000 12 year bonds due in May 2011 on the Natural Gas Enterprise Fund was completed August 24, 2010 and will be paid over 35 years and include principal and interest payments.

As of June 30, 2012 the Natural Gas Fund as a cash balance of \$2,180,746.26.

Commercial and residential gas customers as of June 30, 2012 2,785

GEOTHERMAL SYSTEM

The City continues to operate its commercial geothermal well, Susan 1 on South Lassen Street, which supplies heating to City and County facilities, Lassen High School and Credence High School and a large apartment complex.

Geothermal rates were increased in July 2005 and are currently reviewed annually. The main well column and bowls was replaced due to leaks caused by corrosion and the variable frequency drive was updated before the winter season of 2008.

The geothermal system was added to the City's scada system in 2009 to monitor system pressure and will now alarm city crews when the system go's down due to a power outage or system failure of any kind.

The geothermal well control project upgrades has been started to replace the old chart recorders and added to the scada control system. This upgrade will also give the operator remote control of the well to be able to do a remote shut down or startup when needed. Completed Fall 2012

As of June 30, 2012 the Geothermal fund as a cash balance of \$192,996.77.

Reviewed by: City Administrator
 Finance Director
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Sierra Community Park Update

PRESENTED BY: Jared G. Hancock, City Administrator

SUMMARY: An oral update will be given regarding progress of CEQA compliance for the Sierra Community Park project.

FISCAL IMPACT: N/A

ACTION REQUESTED: Information Only

ATTACHMENTS: None

Reviewed by: JAH City Administrator
 Finance Director
AMY City Attorney

 Motion only
 Public Hearing
 Resolution
 Ordinance
 X Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: February 6, 2013

CITY COUNCIL AGENDA ITEM

SUBJECT: Snow Removal Report

PRESENTED BY: Craig Platt, Public Works Director

SUMMARY: An oral update will be given regarding winter storm activity and the snow removal plan.

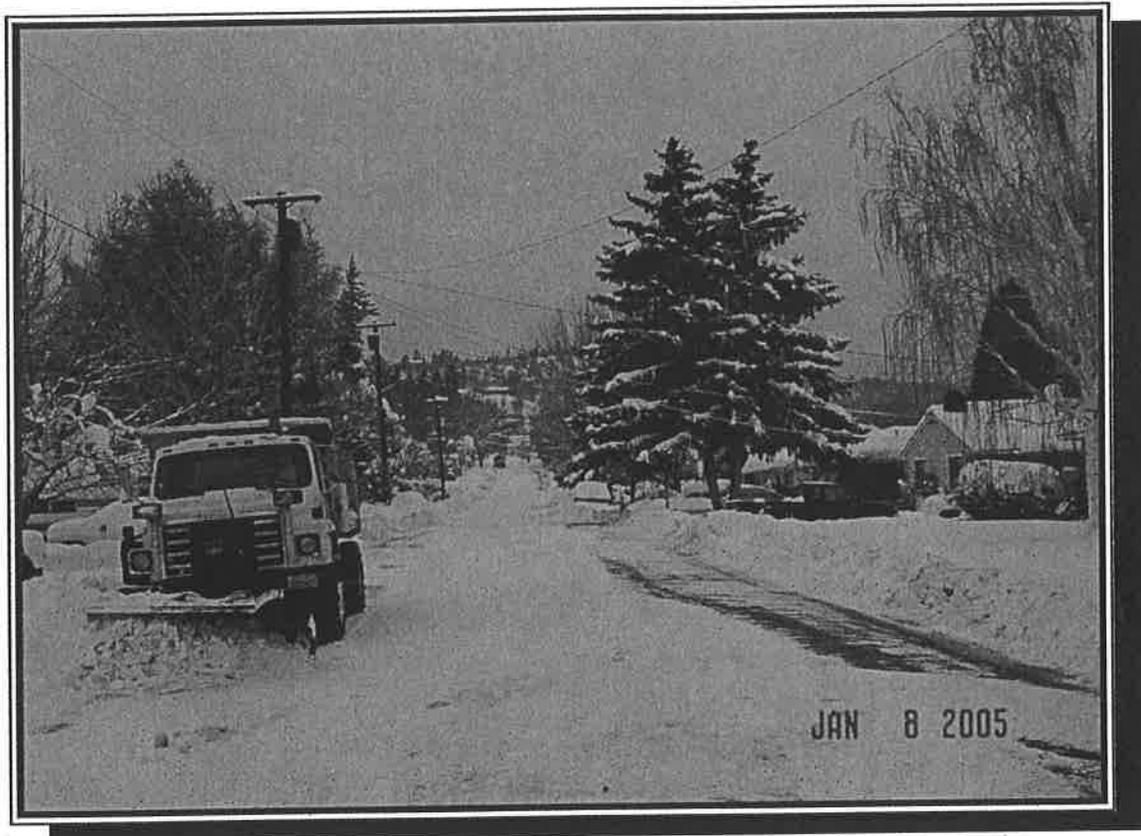
FISCAL IMPACT: N/A

ACTION REQUESTED: Information Only

ATTACHMENTS: None

CITY OF SUSANVILLE

SNOW REMOVAL PLAN 2011 - 2012



City of Susanville
Public Works Department
720 South Street
Susanville, CA 96130
(530) 257-1041 Fax (530) 257-1057
Emergency (530) 257-7236

FORWARD

This plan has been written to provide information regarding snow removal procedures and policies. The plan provides flexibility and policies that will allow the streets to be cleaned quickly and efficiently as possible, while providing the best service possible to citizens and businesses in Susanville.

The City of Susanville's Snow & Ice Control Plan is designed to organize reasonable cost effective maintenance efforts during periods of snow or ice. The City's streets are divided into three categories: First Priority, (provides access to emergency facilities, bus routes, routes to schools), Second Priority (uptown business district, high volume traffic), and Third Priority (residential streets).

The primary purpose of the Snow Removal Plan is to organize safe travelways during snowstorms. Some inconvenience may be caused to citizens as snow is moved out of the streets and into the gutters. In certain areas snow may be plowed onto sidewalks or into driveways. Citizens should wait 24 hours after the storm stops to shovel their walks. By waiting to clear sidewalks until the storm is over and the streets have been plowed, the problem of having to repeatedly shovel walks is minimized.

This plan is not mandatory; it is discretionary. These are guidelines only. Neither this plan or any part hereof shall constitute a standard or regulation.

City crews put forth maximum effort during snowstorms, with prolonged storms becoming very tiring to the operators running the snow removal equipment. Equipment breakdowns, staffing availability, and abrupt changes in the weather each can have drastic effects for the snow removal efforts. These issues must be dealt with on an individual basis during each storm.

With approximately 52 miles of roadways within the City of Susanville it requires a great deal of cooperation in order to make the City of Susanville's Snow Removal Plan effective; including the Public Works Division, Police and Fire Departments, vendors, contractors, and most importantly, the citizens of the city.

What is Our Goal?

Our main goal is to provide an expedient and efficient snow removal operation. There are actually two goals implemented to accomplish this: (1) during snowfalls, snow removal personnel concentrate on keeping our main arterial passable for emergency and high volume traffic flows, and (2) after the snowfall subsides the crews will concentrate efforts on clearing snow from all streets for general public use as promptly as possible. So yes....neighborhood and residential streets will be cleared last... but all streets are generally cleared within 24 hours.

When are Streets Sanded?

The top priorities for sanding are the main arterials, intersections, school and public transportation bus routes, and steep roads. Sanding generally occurs in the early morning hours prior to the school and public transportation buses leaving for their prospective routes. If a significant snowfall has or is occurring, this may be delayed due to the fact that the sand shall just be covered up by the snow. It is common for the employee who is performing the sanding to perform "skid tests" at several locations to determine which areas require sanding the most. Rain on clear and/or snowpacked roads is a serious problem in the Susanville area and can cause severe and dangerous driving conditions. During this occurrence it is difficult to keep sand on the streets and we advise extra caution during these periods.

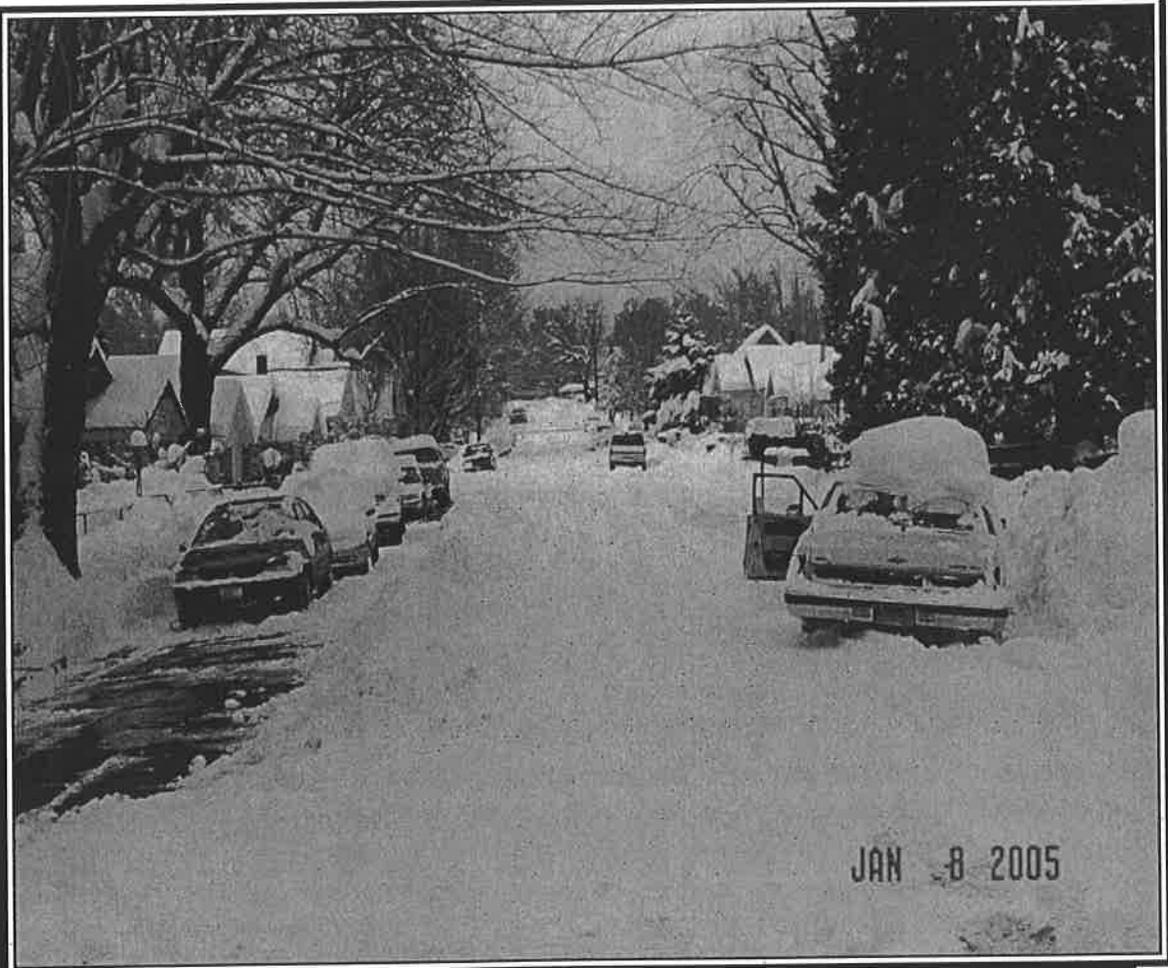
When are Streets Plowed?

Streets will be plowed according to established priorities. Priorities are set based upon traffic volume, public safety, and access to emergency facilities and schools.

"Priority One" routes are plowed first. Crews will then proceed to streets identified as "Priority Two" routes. Within the first 24-48 hours of a snow event, after Priority One and Two streets are passable, subdivision and residential areas are plowed. During more severe storms (snowfall in excess of 12 inches) it can take up to 48-72 hours to complete this task. In storms of this severity the City has established the goal of seeing that all streets are passable, even if only one lane is clear. During light snowfall, equipment is sent out to spot sand icy areas, steep grades, and intersections.

Major factors affecting the efficiency of snow removal procedures are storm intensity, duration, accumulation, time of day, temperature, and traffic conditions. To help our crews perform in a safe and efficient manner, vehicles abandoned during severe weather may be towed.

Personnel Responsibility



Personnel Responsibility

Operators

The snowplow operators are the key to the success of the Snow Removal Program. These operators are responsible for:

- * Working together as a team to ensure efficient service is provided;
- * Providing a timely, effective service for their designated routes;
- * Maintaining vehicles, plows, and sanders in safe working order;
- * Properly documenting snow removal activities; and
- * Serve as good-will ambassadors for the City.

Supervisors:

Crew supervisors are responsible for:

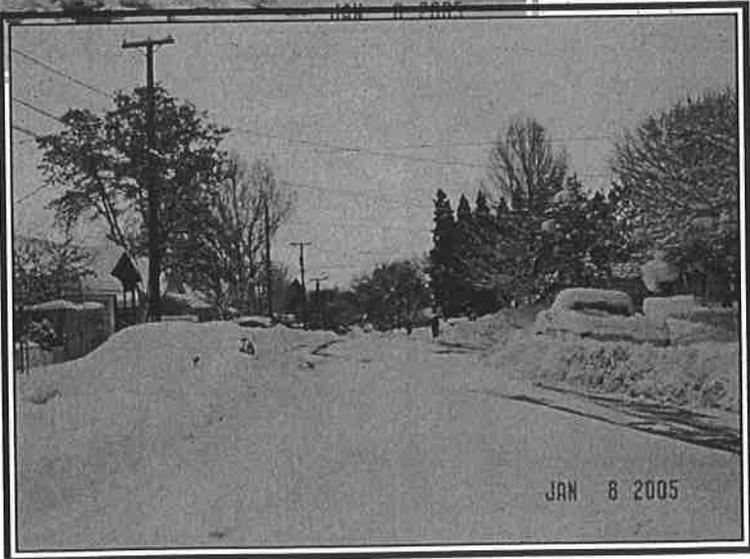
- * Maintaining a positive work environment to enhance the teamwork concept;
- * Coordination of service to ensure timely, effective coverage;
- * Coordinating vehicle, plow, and sander maintenance and repair to ensure safe operations and adequate coverage;
- * Maintaining supply inventories to ensure adequate levels;
- * Timely, courteous response to service complaints, requests and inquiries; and
- * Providing training opportunities for snowplow operators.

Management:

Management is responsible for:

- * Providing adequate resources to ensure timely, effective service;
- * Creating a positive work environment, thereby making the teamwork concept possible;
- * Creating training and feedback avenues for supervisors and operators; and
- * Utilizing various forums to create and maintain public awareness and support for snow removal activities.

Snow & Ice Control Plan



Purpose...

The primary purpose of the Snow & Ice Control Plan is to organize snow and ice removal efforts so that safe travel routes are available during snowstorms. The Plan identifies Susanville's main and secondary streets, and streets that serve schools and hospitals. The Plan also identifies the order in which these streets are plowed unless there is a large enough accumulation of snow and conditions exist which prevent residents from getting to arterial and collector streets.

Service Objectives...

1. To have all designated streets in the Snow Removal Plan plowed and sanded within 24 hours after a storm.
2. To reduce the cost of snow removal through the acquisition and utilization of efficient equipment, thereby minimizing the cost of hiring contractors.
3. To divide the City into areas where one truck equipped with a plow and sander can effectively provide snow removal services in each area.
4. For major storms of more than eight inch snowfall, to divide and efficiently utilize operating personnel to ensure effective snow removal.
5. To sufficiently train adequate numbers of personnel to operate all available snow removal equipment.

Designated Streets...

The designated streets in the Snow Removal Plan form a network that provides reasonable access to a plowed street for all properties in the City. Designated streets meet at least one of the following criteria:

- * Arterial or collector status.
- * Provide access to significant commercial and industrial areas.
- * Provide access to schools.
- * Provide access to emergency facilities.
- * LRB and School Bus routes.

Plowing and Sanding of Non-Designated Streets...

Under certain severe snowstorm conditions, it may be necessary to plow all streets in the City. The following conditions will be evaluated by administration to determine the necessity of plowing residential streets that are not designated in the plan:

1. **Snow Fall Accumulation:** Approximately 15 inches of snow should have accumulated in a 48- hour period.
2. **Availability of Funds:** Careful examination of the current year Snow Removal Service budget as well as the status of Street Fund snow removal reserve.
3. **Emergency Vehicle Mobility:** The Police and Fire Chief's and Hospital Administrator will be contacted to determine whether emergency and Police and Fire vehicles can remain reasonably mobile.
4. **Time of Year:** Stronger consideration should be given to plowing residential streets in the winter as compared to the Spring and Fall, when warmer weather is likely to melt much of the snow within two days.
5. **Short-Term Weather Forecast:** Are other storms or cold spells following? If so, stronger consideration to plowing residential streets should be given.

The Public Works Director, City Administrator, Fire Chief and Police Chief shall evaluate these conditions and arrive at the decision. The City Administrator's office shall notify the Public Information Officer, the news media and City Council that a snow emergency exists. Storms of this severity may require the hiring of contractors to assist City crews in plowing all streets in the City.

Procedures...

1. During light snowfalls of two inches or less, spot sanding will be provided on all designated routes and in certain icy areas on non-designated streets. The latter are most often at controlled intersections with significant elevation changes.
2. If snowfall is predicted to exceed two inches, City crews will plow and sand Priority #1 and Priority #2 routes beginning when two inches of snow has accumulated.
3. During major storms, crews will plow and sand continuously beginning with Priority #1 streets then proceeding to Priority #2 streets. Major storms usually result in nonstop plowing until the snowfall stops and all designated routes have been completed.
4. After snowstorms, snow removal will be conducted in certain areas of the City if temperatures are expected to remain low or more snow is expected.

How Can You Help? You can assist our employees and equipment operators in several ways...

- ➡ Always park your vehicle off of the street. This will save you a possible ticket and/or towing charges.
- ➡ Travel at a safe distance from sand trucks and snow plows at all times to avoid damage to your car. Do not try to pass these vehicles when spreaders are operating.
- ➡ Please be patient if you are required to wait behind a piece of snow removal equipment. Make certain that your speed is reasonable for conditions.
- ➡ Advise your children to never play near or in berms near the roadway.
- ➡ Exercise extreme care and caution when driving in adverse and inclement weather. Your safety and the safety of other motorists and pedestrians is the highest priority.
- ➡ Limit and restrict travel unless absolutely necessary during severe weather.
- ➡ **Do not attempt to stop a snow removal vehicle or obstruct its path.**
- ➡ Buckle Up For Safety !!!
- ➡ **Keep obstructions such as portable basketball hoops, trash cans, and toys off of the street and sidewalks at all time during snow removal.**

Private Driveways, Entrances, and Mailboxes.....

Are the responsibility of the residential owner, occupant, community association, or business for snow removal. To reduce the problem of snow being plowed back into driveways, snow should be shoveled into yards rather than into the streets.

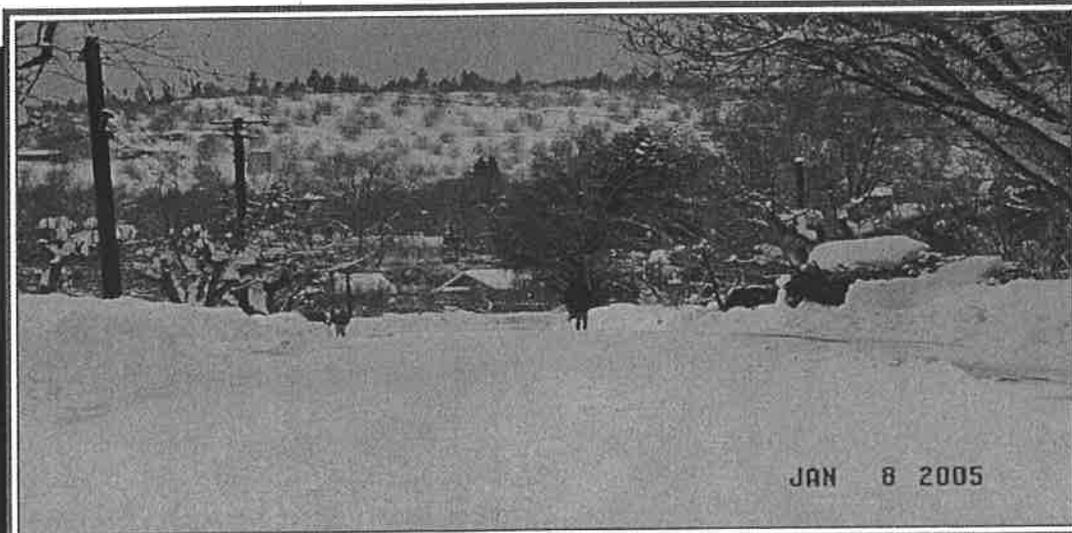
Snow storms create numerous problems and inconveniences. This policy has identified streets, sidewalks, and public facilities that the City will clear. Residents also have certain responsibilities. These include clearing their own driveways and private sidewalks, clearing areas for trash cans, clearing around mailboxes and/or newspaper delivery tubes and fire hydrants adjacent to their property. These areas should be cleared without depositing any snow into the street. There also must not be any large piles which obstruct vision of driveways or walks. The City will not clear private drives or walks.

Snow plowing can cause additional snow to be deposited in driveway approaches and around roadside obstacles. Operators are instructed to attempt to minimize these instances. However, it is not practical to eliminate this situation. Residents should be aware they may have to clear their driveways a second time after their street has been plowed.

Questions and Complaints....

Complaints regarding snow and ice control or damage shall be taken during normal working hours and handled in accordance with the City's normal complaint procedure. High priority complaints (those involving access to property or problems requiring immediate attention) shall be handled on a priority basis. Response time should not exceed twenty-four (24) hours for any complaint. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly. It is the City's intention to log all complaints and upgrade this policy as necessary in consideration of the constraints of our resources. Please call **(530) 257-5125** with any questions, comments or complaints.

Street Priority Listing



Priority #1 Streets

Alexander Avenue; Modoc Street to Highway 36 (Main St.)
Cherry Terrace; Lakewood Way to N. Roop Street
Chestnut Street; Parkdale Avenue to Highway 139(Ash St.)
Cook Street; All of Cook Street
Cornell Street; Foss Street to Alexander Avenue
Cottage Street; Highway 36 (Main St.) to Weatherlow Street
First Street; Highway 139(Ash St.) to Hall Street
Foss Street; Cornell Street to Highway 36 (Main St.)
Fourth Street; Highway 139 (Ash St.) to N. Mesa Street
Gay Street (North); Highway 36 (Main St.) to Nevada Street
Glenn Drive; Cherry Terrace to Paiute Lane
Grand Avenue; Highway 36 (Main St.) to Mark Street
Hall Street; Highway 36 (Main St.) to First Street
Harris Drive; Highway 36 (Main St.) to N. Pine Street
Hospital Lane; Richmond Road to West Street
Johnstonville Road; San Francisco Street to City Limits
Lakewood Way; Paiute Lane to Cherry Terrace
Laverne Avenue; Orange Street to Sunkist Drive
Limoneria Avenue; Orange Street to Riverside Drive
Mark Street; Parkdale Avenue to Grand Avenue
Mesa Street; Highway 36 (Main St.) to Derek Drive
Mill Street; S. Roop Street to S. Lassen Street
Modoc Street; Richmond Road to Alexander Avenue
Nevada Street; N. Roop Street to N. Gay Street
North Street; N. Pine Street to Highway 139 (Ash St.)
Numa Road; Spring Ridge Drive to Skyline Drive
Orange Street; Alexander Avenue to Limoneria Avenue
Paiute Lane; Glenn Drive to Dead End of Paiute Lane
Parkdale Avenue; North Street to Glenn Drive
Paul Bunyan Road; Skyline Drive to Highway 139 (Ash St.)
Pine Street (North); North Street to Prattville Road
Richmond Road; Mill Street to Gem Drive
River Street; S. McDow Street to S. Fairfield Avenue
Riverside Drive; Richmond Road to Highway 36 (Main St.)
Riverside Drive Ext.; Riverside Drive to San Francisco Street
Roop Street; Cherry Terrace to Paiute Lane

Priority #1 Streets - Continued

Sacramento Street; River Street to Fourth Street

Second Street; Mesa Street to Dead End of Second Street

Sierra Street; Modoc Street to Tehama Street

Skyline Drive; Highway 139 (Ash St.) to Paiute Lane

South Street; West Street to Richmond Road

Small Street; Cornell Street to Highway 36 (Main St.)

Spring Street (North); Highway 36 (Main St.) to Fourth Street

Sunkist Drive; Alexander Avenue to Laverne Avenue

View Drive; All of View Drive

Weatherlow Street; Mill Street to Chestnut Street

Willow Street; N. Roop Street to N. Weatherlow Street

Priority # 2 Streets

Carroll Street; S. Lassen Street to Richmond Road
Court Street; Miller Road to S. Gay Street
Cypress Street; S. Lassen Street to Richmond Road
Fair Drive; Highway 36 (Main St.) to Russell Avenue
Gay Street (North); Nevada Street to North Street
Gay Street (South); Court Street to Highway 36 (Main St.)
Lassen Street (North); Highway 36 (Main St.) to North Street
Lassen Street (South); Mill Street to Cottage Street
Maple Street; Nevada Street to North Street
Mill Street; S. Pine Street to N. Weatherlow Street
Nevada Street; N. Pine Street to N. Roop Street
Nevada Street; N. Gay Street to N. Weatherlow Street
North Alley; N. Pine Street to N. Weatherlow Street
Pine Street (North); Highway 36 (Main St.) to North Street
Pine Street (South); Highway 36 (Main St.) to Court Street
Quarry Street; Entire Street
Roop Street (South); Mill Street to Court Street
South Alley; S. Roop Street to S. Weatherlow Street

Union Street; Brashear Street to North Street

Priority # 3 Streets

Adaline Street;
Adella Street;
Alexander Avenue;
Alexander Court;
Arnold Street;
Ash Street (South);
Ashley Way;

Barbara Street;
Berkley Street;
Bella Way;
Bonney Way;
Brian Court;
Brookwood Drive;
Burma Road;

Cameron Way;
Campbell Road;
Cedar Street;
Chestnut Street; Cherry Terrace to Parkdale Avenue
Connecticut Court;
Covey Court;

Dawn Court;
Derek Drive;

Elm Street;
Emerald Court;

Fairfield Avenue;
Fifth Street;
First Street; Grand Avenue to Highway 139 (Ash St.)
First Street; Hall Street to N. Sacramento Street
Fourth Street; Grand Avenue to Highway 139 (Ash St.)
Fulton Place;

Gail Way;
Gambel Court;
Gem Drive;
Gentry Lane;

Priority # 3 Streets - Continued

Gilman Street;
Grand Avenue; Fifth Street to Chestnut Street

Harrison Street;
Heather Way;
Hill Street;
Hood Street;
Howard Court;

Inspiration Drive;

Jahna Court;
Juniper Street;

Keegan Court;
Knoch Avenue;

Laurel Street (South);
Long Alley;
Lovell Alley;
Lowry Street;

Maidu Lane;
Maple Court;
Maple Street; North Street to Willow Street
Martha Street;
McDow Street (North); Highway 36 (Main St.) to Fourth Street
Meadow View Drive;
Meadowood Way;
Mesa Street (South); Riverside Drive to Highway 36 (Main St.)
Miller Road;
Minckler Avenue;
Monrovia Street;
Morning Glory Way;
Monte Vista Way;

Oak Street;
Oakridge Way;
Orchard Street;

Priority #3 Street - Continued

Orlo Drive;
Opal Court;

Pardee Avenue;
Park Street;
Paul Bunyan Road; Skyline Drive to Cameron Way
Paul Bunyan Road (North);
Pearl Circle;
Plum Street;
Plumas Street;
Prospect Avenue;

Railroad Avenue (North)
Railroad Avenue (South)
Randolph Way;
Rena Drive;
Russell Court;
Ruth Way;

Santa Paula Street;
Sapphire Court;
Sierra Street; Modoc Street to S. Railroad Avenue
Shadow Mountain Drive;
Shasta Street;
Shawn Way;
Spring Street (South); River Street to Highway 36 (Main St.)
Spruce Street;
Sunburst Court;

Third Street;
Twilight Circle;

Upland Street;

Valley Vista Way;
Vista Lane;
Wall Street;
Washo Lane;
Weatherlow Street (North); Chestnut Street to Dead End of N. Weatherlow Street

City of Susanville Municipal Code



Chapter 10.32 PARKING DURING SNOW CONDITIONS ON CITY STREETS

10.32.010 Purpose.

The purpose of this chapter is to safeguard the public health, safety and general welfare by prohibiting the parking of vehicles on city streets within the city, to promote effective and speedy removal of snow by the city and the State Department of Transportation or other persons engaged, hired, contracted or otherwise authorized to remove snow from the roadways, and to prevent hazardous traffic conditions on the roadways. (Prior code §§ 13.90)

10.32.020 Definitions.

As used in this chapter, the following words and phrases have the meaning respectively ascribed to them by this section:

A. Generally, whenever any words or phrases are used in this chapter, they are to be used as defined in the California Vehicle Code, or by California case law.

B. "Street" means that portion of any street, avenue, highway or other public way in the city improved, designed, or ordinarily used for vehicle travel, and includes improved shoulders.

C. "Unattended vehicle" means a vehicle where the licensed driver responsible for the vehicle is not within an audible distance and immediately available for moving the vehicle. (Prior code §§ 13.91)

10.32.030 Declaration of snow conditions.

Snow conditions exist whenever there is three inches of snow or ice on any part of the paved portion of any street within the city, and the provisions of this chapter shall apply and shall remain in effect until the director of public works of the city, or his designee, declares a cessation of snow conditions. Whenever possible, the director of public works shall give notice of such snow conditions by press or radio. (Prior code §§ 13.92)

10.32.040 Parking prohibited.

During the existence of snow conditions, vehicles shall not be left stopped, parked, standing or otherwise unattended on any street within the city limits. This section shall not prohibit the stopping of passenger vehicles for periods of time sufficient to load or discharge passengers from such vehicles. Where snow conditions have existed, parking may be resumed on any street as soon as snow plowing has been completed on the full width of such streets. (Prior code §§ 13.93)

10.32.050 Unattended vehicles--Violation.

During snow conditions, it is unlawful for any vehicle to be stopped, parked, standing or otherwise left unattended on any street; the same is hereby declared to be an obstruction to the public streets and shall constitute a nuisance and is declared to be an infraction punishable by a fine not to exceed one hundred dollars (\$100.00). (Prior code §§ 13.94)

10.32.060 Removal of unattended vehicles.

In the event any vehicle is stopped, parked, standing or left unattended in violation of the provisions of this chapter, any police officer is authorized to remove or cause to be removed any such vehicle and to have such vehicle towed or otherwise removed to any public or private garage or parking area and to have such vehicle stored in such garage or parking area until claimed by the owner thereof as hereafter provided. The owner shall be responsible for the fees for moving and storing the vehicle. (Prior code §§ 13.95)

10.32.070 Notice to owner of removal.

Within forty-eight (48) hours after the removal of such vehicle parked in violation of the provisions of this chapter, the police chief shall notify, in writing, the person known to be the owner of such vehicle by the registration thereof, of the following facts:

- A. A general description of the vehicle, together with the license number;
- B. The approximate time and the reason for removal and the place to which removed. (Prior code §§ 13.96)

10.32.080 Warning signs.

A. Signs giving notice of the provisions of this chapter shall be erected at each entrance to the city. Such signs shall be at least three feet square and shall be worded substantially as follows:

WARNING

No parking on any street or highway within the City of Susanville wherever there is three inches of snow or ice on any part of those streets.

Susanville Municipal Code, Sections 10.32.010--10.32.090.

VEHICLES IN VIOLATION WILL BE TOWED AT OWNERS EXPENSE.

B. No vehicles shall be removed pursuant to the provisions of this chapter unless the signs required by this section have been erected at least twenty-four (24) hours prior to the removal. (Prior code §§ 13.97)

10.32.090 Additional warning signs.

Additional signs, smaller in size but containing substantially the same wording, may be erected at such places within the city as the director of public works deems appropriate. (Prior code §§ 13.98)

Chapter 12.12 SIDEWALK SNOW REMOVAL

12.12.010 Snow removal--Duty of property owner.

Every person owning any real estate fronting on that portion of Main Street lying between Roop Street and Weatherlow Street shall be, and is required to immediately remove therefrom, at an hour not later than ten a.m., any snow which may fall on the sidewalk area immediately in front of such property owner's property. (Prior code §§ 17.14)

12.12.020 Snow removal--Removal by city.

In case any property owner shall fail to remove the snow immediately on notice from the chief of police, then the chief of police may cause such snow to be removed and the expense thereof shall be a charge against the property. (Prior code §§ 17.15)

Chapter 10.28 PARKING DURING SNOW CONDITIONS ON STATE HIGHWAY

10.28.010 Purpose.

The purpose of this chapter is to safeguard the public health, safety and general welfare by prohibiting the parking of vehicles on state roadways in certain areas of Susanville, to promote effective and speedy removal of snow by the city and the State Department of Transportation or other persons engaged, hired, contracted or otherwise authorized to remove snow from the roadways, and to prevent hazardous traffic conditions on the roadways. (Prior code §§ 13.80)

10.28.020 Definitions.

As used in this chapter, the following words and phrases have the meanings respectively ascribed to them by this section:

A. Generally whenever any words or phrases are used in this chapter, they are to be used as defined in the California Vehicle Code, or by California case law.

B. "Street" means that portion of any street, avenue, highway or other public way in the city improved, designed, or ordinarily used for vehicular travel, and includes improved shoulders.

C. "Unattended vehicle" means a vehicle where the licensed driver responsible for the vehicle is not within an audible distance and immediately available for moving the vehicle. (Prior code §§ 13.81)

10.28.030 Declarations of snow conditions.

Snow conditions exist whenever there is three inches of snow or ice on any part of the paved portion of any street, limited to Main Street (California State Highway 36) and Ash Street (California State Highway 139), and the provisions of this chapter shall apply and shall remain in effect until the director of public works of the city, or designee, declares a cessation of snow conditions. Whenever possible, the director of public works shall give notice of such snow conditions by press or radio. (Prior code §§ 13.82)

10.28.040 Parking prohibited.

During the existence of snow conditions, vehicles shall not be left stopped, parked, standing or otherwise unattended on Main Street (State Highway 36) and on Ash Street (State Highway 139) within the city limits. This section shall not prohibit the stopping of passenger vehicles for periods of time sufficient to load or discharge passengers from such vehicles. Where snow conditions have existed, parking may be resumed on Main Street and Ash Street as soon as snow plowing has been completed on the full width of such streets. (Prior code §§ 13.83)

10.28.050 Unattended vehicles--Violation.

During snow conditions, it is unlawful for any vehicle to be stopped, parked, standing or otherwise left unattended on Main Street (State Highway 36) and on Ash Street (State Highway 139); the same is declared to be an obstruction to the public streets and shall constitute a nuisance and is declared to be an infraction punishable by a fine not to exceed one hundred dollars (\$100.00). (Prior code §§ 13.84)

10.28.060 Removal of unattended vehicles.

In the event any vehicle is stopped, parked, standing or left unattended in violation of the provisions of this chapter, any police officer is authorized to remove or cause to be removed any such vehicle and to have such vehicle towed or otherwise removed to any public or private garage or parking area until claimed by the owner thereof as hereafter provided. (Prior code §§ 13.85)

10.28.070 Notice to owner of removal.

Within forty-eight (48) hours after the removal of such vehicle parked in violation of the provisions of this chapter, the police chief shall notify, in writing, the person known to be the owner of such vehicle by the registration thereof, of the following facts:

- A. A general description of the vehicle, together with the license number;
- B. The approximate time and the reason for removal and the place to which removed. (Prior code §§ 13.86)

10.28.080 Warning signs.

A. Signs giving notice of the provisions of this chapter shall be erected at each entrance to the city. Such signs shall be at least three feet square and shall be worded substantially as follows:

WARNING

No parking on Main Street (State Highway 36) or on Ash Street (State Highway 139) wherever there is three inches of snow or ice on any part of those streets.

Susanville Municipal Code, Sections 10.28.010--10.28.090.

VEHICLES IN VIOLATION WILL BE TOWED AT OWNERS EXPENSE

B. No vehicles shall be removed pursuant to the provisions of this chapter unless the signs required by this section have been erected at least twenty-four (24) hours prior to the removal. (Prior code §§ 13.87)

10.28.090 Additional warning signs.

Additional signs, smaller in size but containing substantially the same wording, may be erected at such places within the city as the director of public works deems appropriate. (Prior code §§ 13.88)